

Before The
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	
Streamlining Deployment of Small Cell)	WT Docket No. 16-421
Infrastructure by Improving Wireless)	
Facilities Siting Policies;)	
)	
Mobilitie, LLC Petition for Declaratory)	
Ruling)	

COMMENTS OF THE CITY OF HOUSTON, TEXAS

Submitted: March 8, 2017

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Table of Contents

Introduction: Comments of City of Houston, Texas	1
I. Information Regarding Local Land Use Regulations or Actions and Wireless Infrastructure Deployment.....	2
II. Information Regarding Fees	6
III. Potential Issues to Address in Declaratory Ruling	9
A. Data Shows Local Site Review Process Is Not Hindering or Delaying Deployment of Wireless Facilities.....	9
B. Interpretation of the Phrase “Prohibit or Have the Effect of Prohibiting Provision of Service” Should Not Adversely Impact Public Safety	10
C. Reasonable Period of Time for Review of Siting Applications.....	11
IV. Public Interest Would Not Be Served by Issuing Clarification of Terminology “Fair and Reasonable Compensation” in Section 253(c).	11
A. Comments on “whether these assertions [excessive and unfair fees] are well-founded” ..	11
B. Comments on “whether and how the Commission should interpret Section 253(c) for the purpose of ensuring that fees imposed on providers for using rights of way do not exceed fair and reasonable compensation.”	12
Conclusion	15

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Ruling, DA 16-1427)	

COMMENTS OF CITY OF HOUSTON, TEXAS

COMES NOW the City of Houston, Texas (“Houston” or “City”) and files these comments for the Federal Communications Commission (“FCC”) *Comment Sought on Streamlining Deployment of Small Cell Infrastructure By Improving Wireless Facilities Siting Policies; Mobilitie, LLC Petition for Declaratory Ruling.*

The FCC asks whether it should issue a new declaratory ruling to clarify Sections 253 and 332(c)(7) of the Communications Act¹ and Section 6409 of the Spectrum Act,² regarding expediting the deployment of new wireless network infrastructure. Houston’s comments regarding wireless network infrastructure for small cells and distributed antenna system (DAS) pertain only to the public right-of-way. Section 6409(a) of the Spectrum Act does not apply to cities’ proprietary interests, but nonetheless, Houston has information that may be instructive. Houston has been working with four wireless network infrastructure providers and mobile carriers (“Wireless Providers”) under Houston’s right-of-way master license agreement (“Agreement”) to deploy wireless network infrastructure for small cell and DAS in the City’s

¹ 47 U.S.C. § 253 (2011); 47 U.S.C. § 332(c)(7) (2011)

² Middle Class Tax Relief and Job Creation Act of 2012, 47 U.S.C. § 1455(a) (2012)

public right-of-way. The data presented in these comments show expedient review of site requests and reasonable right-of-way use fees. The objectives in 47 U.S.C. § 253 (1996), Removal of Barriers to Entry (“Section 253”), are already being achieved in Houston and it is questionable whether a declaratory ruling clarifying Section 253 will further facilitate deployment of wireless network infrastructure nationwide.

I. Information Regarding Local Land Use Regulations or Actions and Wireless Infrastructure Deployment

The information sought in the FCC’s public notice for comments regarding local government’s site review process and response time to wireless facility siting applications is re-stated and followed by Houston’s response below.

“We seek information from providers and local governmental authorities on the process for reviewing and making decisions on siting applications for small wireless facilities (including DAS and small cells), particularly the amount of time it takes to complete this process. In this regard, we request that commenters explain the extent to which siting review procedures for small wireless facilities are the same as those in place for macrocells.”

Houston’s siting review process, also known as a plan or location review, is stipulated in its Agreement, which requires applicants to submit an application for each location in the right-of-way that the applicant is requesting to use. Applicants may submit on one application and in one drawing submittal multiple requested right-of-way locations. This reduces the applicant’s costs for the application fee and engineering drawings. It also allows our engineers to review and consider the impact of having several wireless sites along multiple right-of-way locations.

Wireless Providers seeking to use right-of-way locations in one of Houston’s Management Districts³ are required prior to submitting a location review application to engage in discussions with the districts for their feedback on the Wireless Provider’s proposed poles,

³ Management Districts are special districts with taxing and spending authority to provide infrastructure enhancements and services beyond those already provided by the municipality. Each district has its own signature style and unique streetlight fixtures.

antennas, and other facilities. This ensures that new wireless network facilities blend with each of Houston's Management Districts' adopted design and aesthetics as much as possible. This is particularly important in areas where utilities have been buried underground.

Applicants are notified within 30 days of receipt of their application if information required by the Agreement is missing. Incomplete applications are returned to the applicant for correction and accepted when the applicant submits a complete application with all the requested information. Once an application is accepted, our engineers will review the application and plans for location availability, conflicts with utilities, applicable distance requirements, public safety impact, ADA violations, and other issues. If there are errors in the plans, applicants are provided an opportunity to correct and resubmit them.

Houston does not review small cell or DAS wireless network sites under the same process as macrocell sites, so these two types of facilities cannot be compared to each other. Proposed macrocell sites in Houston are reviewed pursuant to the process set forth in Chapter 28, Article XVI of the Houston Code of Ordinances, while small cell wireless network sites are reviewed under the process set forth in Article 4 of the Agreement, attached as **Exhibit A**. Macrocell sites may be on public or private property. The review process under the Agreement for wireless network sites for small cell or DAS applies only to sites in the public right-of-way.

“At present, how much time typically elapses between the filing of complete facility siting applications and the approval or denial of such applications by local land-use authorities?”

If the applicant submits a correct and complete application with no errors in its plans, it usually takes 2 weeks, but no more than 30 days to process and complete the site review. **Exhibit B** contains examples of submission dates and corresponding approval dates that reflect the average turnaround time for site review and processing. Application ILMS No. 16111461 was received by Houston's City Engineer's Office on November 2, 2016, and approved on

December 1, 2016. Application ILMS No. 16116388 was received by Houston's City Engineer's Office on November 15, 2016, and approved on December 1, 2016.

“How long does it typically take local governments to process macrocell siting applications and how does this compare to the review of small wireless facilities or DAS applications?”

If the proposed macrocell site complies with Houston's ordinance regarding cell towers and no variance is requested, then it is usually 2 to 4 weeks to complete review of the macrocell site application. If a variance from the location requirements in Houston's cell tower ordinance is requested, then it takes at least 60 days to complete review of the application because a variance request requires a public notice and comment period. The variances are typically requested if a cell tower is proposed in a residential test area or if there is another tower within 1000 feet. Because the process for reviewing macrocell towers is different from small cell or DAS wireless network facilities, a comparison of the two processes would not be equitable.

“We also seek comment on how often local land-use authorities approve or deny siting applications. How often are applications denied on the basis of:

- i) their inadequacy or incompleteness;***
- (ii) engineering defects or other technical problems;***
- (iii) environmental impacts;***
- (iv) aesthetic concerns;***
- (v) perceptions of excessive or overly dense deployment of wireless network facilities in particular areas; or***
- (vi) other reasons?”***

Denial of applications is not common, but when it does occur, the most common reason identified by our staff for a denial is engineering defect/technical problem with the application. It is followed closely by incompleteness or inadequacy in the application, in which case the application is not accepted. Projects are rarely abandoned because an application was not approved. Instead, the applicant usually discusses the problem with Houston's City Engineer's Office, finds a solution, makes corrections, and resubmits the plan for approval. Applications for location review have not been denied for environmental impact or aesthetic reasons. Other

reasons for location denials are: proximity near an intersection, visibility and traffic safety issue, utility lines conflicts, non-compliance with minimum offset requirements, and unavailability.

“Are some parties’ applications granted more frequently or reviewed more expeditiously than others, and if so, why?”

Houston does not provide preferential treatment to any party in its review process. Any differences in review time or frequency of approval are due to factors outside the location or plan review process. Parties that submit more applications will have more sites approved than those that submit fewer applications. Parties that have no errors or missing information on their application will have their applications accepted and reviewed faster than applications that need to be corrected.

“We seek comment on the extent to which litigation ensues as a result of delay or denial of siting applications. Do litigants invoke Sections 253 or 332 of the Communications Act, Section 6409(a) of the Spectrum Act, or other sources of law in support of their positions? How long does it take for such lawsuits to be resolved? How often are cases settled and how often do they proceed to final judgment?”

Houston has not had any litigation as a result of a delay or denial of siting applications. There is a complaint⁴ against Houston before the Public Utility Commission of Texas filed by Extenet Systems, a wireless network infrastructure provider, regarding the interpretation of Texas statute⁵ pertaining to compensation for use of municipal rights-of-way. The company’s complaint is based on its belief that it is not required to sign an Agreement with Houston nor compensate the City, not on a denial or delay of a siting application.

“We refer to a small sample of legislation, ordinances, and regulations proposed or adopted by state and local governments in Section I.C above. We invite parties to submit other examples and explain which of these have been most successful in reducing or restraining administrative burdens, costs and

⁴ Tex. Pub. Util. Comm’n, *Complaint of Extenet Network Systems, Inc. Against the City of Houston For Imposition of Fees For Use of Public Right-of-Way In Violation of Chapter 283 of the Texas Local Government Code and P.U.C. Subst. R. 26.461, 26.465 and 26.467*, Docket No. 45280.

⁵ Tex. Loc. Gov’t Code Ann. § 283 (West 2016).

delay, whether such approaches could be employed more generally, and whether they should serve as models for other states or localities to follow.”

Houston does not have an ordinance or legislation for small cell or DAS wireless network facilities in the right-of-way. We have identical Agreements with several parties regarding the requirements for use of the public right-of-way for small cell and DAS wireless network facilities. This Agreement was drafted with the input and information gathered from Wireless Providers.

Most of the Wireless Providers’ representatives and their contractors have met with the Houston City Engineer’s Office to discuss the location plan review and permitting process. This has helped those contractors not familiar with Houston’s process more readily submit their plans. Our City Engineer’s Office has requested Wireless Providers stagger their submission if they have a large amount of applications, so that they are not overwhelmed by applications.

II. Information Regarding Fees

“...we also seek comment on the types of fees that local governments currently impose on providers for building facilities in rights of way, including both up-front fees for processing applications and recurring usage charges.”

Houston has a one-time location review fee that is also known as the plan review application for reviewing the engineering plan, drawings, and other information for the proposed installation of wireless network facilities at a given location. Street cutting and roadway/street mobility (road closures) permit fees may apply if the applicant plans to dig open any part of an improved right-of-way or close down a lane to install their facilities. These are standard fees for processing permits that are on Houston’s fee schedule, attached as **Exhibit C**, that all other applicants pay for performing work in the right-of-way. Examples of other applications for these type of permits include electric and gas utility lines, underground conduit runs, telecommunication lines, cable, railroad crossings, building access ways, irrigation sleeves, and

Pneumatic tubes. These are not recurring fees, but one time fees. Houston's permit fees have not barred other qualified applicants from using the right-of-way. Because Wireless Providers typically deploy only once at a location, these are not recurring charges for deployment.

Houston has annual fees for use of the right-of-way, which all other users of the right-of-way pay to the City. For example, the annual right-of-way fees collected from a gas utility is approximately \$15 million. In comparison, the annual right-of-way fees collected from a Wireless Provider with 100 sites would be approximately \$200,000 to \$270,000.⁶ This is for an entire wireless network that covers almost all of the City's right-of-way and not a de minimis use of the right-of-way.

“How do local governments determine the up-front fees for applications and permits or the recurring fees [annual rental fee for use of right-of-way] for usage of rights of way?” and “Are recurring charges [annual rental right-of-way access charges]-set based on localities’ ongoing costs of managing use of rights of way?”

It is unclear what is meant by “up-front fee” and how that is different from a permit fee, construction fee, right-of-way use fee, rental fee, or any other fee that municipalities generally assess to the applicant for an activity or request that benefits the applicant. Houston's fee schedule does not list up-front fees for small cell or DAS wireless network facility construction. There are standard plan (location) review fees, construction permit fees, and lane closure fees that are based on the cost of processing the applications and permits. These are no different from other administrative fees, like the application fee for a U.S. passport or renewal fee for a state driver's license, which are not referred to as “up-front” fees.

Houston has an annual fee that compensates the City for the use and occupation of its right-of-way the same way other private companies compensate private owners for the use and

⁶ Houston's right-of-way use fees are \$2,000 to \$2,700, depending on the location and facilities being deployed.

occupation of their proprietary interest. Houston determined its annual right-of-way rental fee in compliance with state law and with input from Wireless Providers, several of whom agreed to the fees when it signed the City's Agreement. Texas state law requires Houston to charge right-of-way use fees based on the estimated fair market value of the right-of-way. Public property cannot be conveyed or leased for less than fair market value. Tex. Att'y Gen. Op. Nos. DM-232 (1993) and GA-0634 (2008).

“Do they set up-front fees based on the costs they incur in reviewing such applications or related administrative tasks such as monitoring the provider’s construction of facilities, ensuring compliance with local building codes and excavation regulations, and verifying liability insurance?”

Houston has standard plan review and construction permit fees. The work involved in the plan location review process is described above in Section I. Information Regarding Local Land Use Regulations or Actions and Wireless Infrastructure Deployment.

“To what extent are localities imposing charges based on other considerations, such as percentages of gross revenues or other indicia of the value of the use of the right-of-way?”

Houston's right-of-way use fees are not based on a percentage of gross revenues but, as explained above, based on the value of the right-of-way as required by Texas state law. The Texas Constitution prohibits counties, cities, towns, and other political subdivisions from granting a thing of value to individuals, associations, or corporations.⁷ This has been interpreted to require political subdivisions to receive compensation for use of public property at fair market value.⁸ Compensation based on value of the right-of-way is established practice in Texas. For example, electric utilities in Texas compensate municipalities for use of the right-of-way based

⁷ Tex. Const., art. III, §52(a)

⁸ Tex. Att'y. Gen. Op. No. DM-232 (1993); Tex. Att'y. Gen. Op. No. GA-0634 (2008)

on the kilowatt hours of electricity delivered to retail customers within the city.⁹ The demand from electric utility customers reflects the use and value of the right-of-way to the utility.

III. Potential Issues to Address in Declaratory Ruling

A. Data Shows Local Site Review Process Is Not Hindering or Delaying Deployment of Wireless Facilities

In the past several months, Houston has approved hundreds of locations in the right-of-way for small cell and DAS wireless network facilities, as demonstrated in **Exhibit D**. We are cognizant that every city has different demands and resources, which may result in varying response times across the country. Nevertheless, **Exhibit D** clearly shows that small cell wireless network infrastructure is already being deployed as expediently as possible, at least in Houston. To move any faster would effectively result in little or no review of Wireless Providers' applications and jeopardize public safety. Our engineers review each plan to identify any issues that could impact public safety, such as: fiber installation that is too close to gas lines, facilities that would obstruct the view of vehicles on the street, facilities that would block wheelchair access, and impediments to pedestrian traffic. An example of the issues our engineers identify during their review are circled in red or noted in writing in **Exhibit E**.

Many of the delays in deployment were not related to the local review process. There have been instances where construction began several weeks and even a year after the location and plans were approved by Houston. For example, the corrected location plan review ILMS No. 16087907 was accepted by Houston on December 1, 2016, approved on the same date, but the

⁹ Tex. Util. Code § 33.008(b) (1999) ("The charge imposed shall be equal to the total electric franchise fee revenue due the municipality from electric utilities, municipally owned utilities, or electric cooperatives, as appropriate, for calendar year 1998 divided by the total kilowatt hours delivered during 1998 by the applicable electric utility, municipally owned utility, or electric cooperative to retail customers whose consuming facilities' points of delivery were located within the municipality's boundaries.")

applicant did not start construction until January 11, 2017 (**Exhibit F**). No FCC order, rule, or change in the local government's process can expedite deployment when the Wireless Providers do not promptly begin construction.

B. Interpretation of the Phrase “Prohibit or Have the Effect of Prohibiting Provision of Service” Should Not Adversely Impact Public Safety

The meaning of the statutory phrase “prohibit or have the effect of prohibiting” should not be interpreted to impact local government's ability to reasonably deny certain locations. Private for-profit entities are not entitled to use taxpayer-funded right-of-way. Local governments need to consider impacts on public safety, aesthetics, residents' concerns, and availability of the site when determining whether to allow access. If there are already Wireless Provider facilities at the location requested by the applicant, but not enough space to accommodate the applicant's facilities or additional facilities would result in unattractive clutter of poles, then the city should be able to deny the applicant's request. While one Wireless Provider may have missed an opportunity to be at a location, the denial does not hinder the deployment of wireless technology because one wireless network infrastructure site can accommodate multiple wireless carriers. Furthermore, that Wireless Provider has the option of selecting another nearby site or using private property.

Cities that have invested considerable time and resources to create spaces that the public can visit and create demand for wireless small cell or DAS technology are not “barriers,” but partners in a changing landscape. Without the land use requirements that many cities have in place, these public spaces and districts would not be attractive to enough people to create the opportunities for Wireless Providers to operate. Houston supports wireless technology deployment and believes that its land use requirements have ensured continued efficient and orderly deployment within the city.

C. Reasonable Period of Time for Review of Siting Applications

A reasonable period of time for reviewing wireless network siting applications will vary depending on the city's available resources. A small town with part-time staff cannot be compared to or held to the same requirements as a large city with a full-time staff dedicated to review of siting applications. It is not practical to have a one-size-fits-all rule. Therefore, any FCC declaratory ruling should allow local governments to establish their own time period and deadlines for reviewing siting applications within the maximum time period currently allowed by the law. Furthermore, local governments should be allowed to extend deadlines when it receives batches of applications from the same Wireless Provider on the same day.

IV. Public Interest Would Not Be Served by Issuing Clarification of Terminology “Fair and Reasonable Compensation” in Section 253(c).

A. Comments on “whether these assertions [excessive and unfair fees] are well-founded”

Houston finds that claims of excessive or unfair fees are unfounded in its jurisdiction. Houston's fees have not prevented Mobilitie or others from signing an Agreement and deploying in Houston (See **Exhibit A-1**). Based on the number of locations approved in **Exhibit D**, these fees have not hindered deployment. Alternatively, private land is available for lease adjacent to the right-of-way, but Wireless Providers have largely opted to use City right-of-way.

The costs of deploying in the right-of-way include contractor fees, personnel salaries, administrative expenses, overhead costs, transportation, and rental fees, such as compensation to cities for use of the right-of-way. These are the ordinary costs of doing business that should not be characterized or treated as unusual “preconditions for deployment” or “hurdles”. If right-of-way compensation was to be characterized as a “precondition for deployment”, then all of the Wireless Provider's other costs, such as contractor fees, personnel salaries, administrative

expenses, overhead costs, and transportation, are preconditions for deployment and should be scrutinized as well. If a Wireless Provider wanted to lease a private building or private lot to install its wireless network facilities, the lease would not be characterized as a pre-condition to deployment, but a business expense that is calculated into the cost of deployment.

Many of the approved wireless installations in Houston have been for new poles to support wireless facilities and sites which require electricity. It can cost approximately \$100,000 to have an electrical line connected to *each* new wireless pole, plus the recurring monthly electricity charge (**Exhibit G**). The amount Wireless Providers pay Houston annually¹⁰ for use of a location in the right-of-way for the term of the agreement (10 years) equates to approximately a quarter of the *one-time* amount they pay electric utilities for each location. Houston's fees include the use of a specific location and unspecified length of fiber, which combined is an extensive use of the public right-of-way. At least in Houston's case, the assertion that the annual fees paid to local governments over time can far exceed all other deployment costs is unfounded. The fees paid over the life of the Agreement will never come anywhere near the cost of deployment. The facts here do not support the assertion that municipal right-of-way fees are prohibitively high.

B. Comments on “whether and how the Commission should interpret Section 253(c) for the purpose of ensuring that fees imposed on providers for using rights of way do not exceed fair and reasonable compensation.”

The Commission seeks in particular, comments on Mobilitie's Petition to interpret “the phrase ‘fair and reasonable compensation’ in Section 253(c) to mean that local governments may

¹⁰ The annual right-of-way use fees under the Agreement are \$2,000 in locations with existing utility poles and \$2,700 for locations that require installation of new pole.

receive compensation to recover their costs to review and issue permits, as well as to manage their rights-of-way, but that any additional charges are unlawful.”

Mobilite's petition does not clearly distinguish permit and license application processing fees from fees for use of public property interest. The two fees serve different purposes and state case law addresses how much municipalities should charge for each type of fee. First, permit and license processing fees are administrative fees assessed to cover the cost of processing the permit applications. The general rule regarding permit and license processing fees is that “the sum levied cannot be excessive nor more than reasonably necessary to cover the costs of granting the license and exercising proper police regulation; or, stated in another way, the sum levied should bear some reasonable relationship to the legitimate object of the licensing ordinances.” *City of Fort Worth v. Gulf Refining Co.*, 83 S.W. 2d 610, 618 (Tex. 1935); *City of Amarillo v. Maddox*, 297 S.W. 2d 750, (Tex. Civ. App. – Amarillo 1956, no writ) (\$200 fee not excessive or more than reasonably necessary to cover the cost of granting the license and of exercising proper police regulation over a dance hall); *Chemline, Inc. v. City of Grand Prairie*, 364 F. 2d 721, 728 (5th Cir. 1966) (application fee for theater license is expressly to defray the expense of investigating compliance with health, building, electrical, fire and sanitary standards and is not excessive); *Murdock v. Pennsylvania*, 319 U.S. 105, 113-114 (1943) (a nominal fee imposed as a regulatory measure to defray the expenses of policing the activities in question is permissible); *Bayside Enterprises, Inc. v. Carson*, 450 F. Supp. 696, 705 (M.D. Fla. 1978) (permit or licensee fees have been upheld when the fee is necessary to cover the reasonable costs of the licensing system). Without these processing fees, adequate staff may not be available or could not be hired to process permit applications, which would delay the site review process.

Second, right-of-way use fees are rental fees similar to leasing real estate, which Texas municipalities are authorized to do pursuant to state law. The Texas Supreme Court “approved the holding that cities have the right to fix charges in the nature of rentals for the use of their streets and other public places . . .” *Fleming v. Houston Lighting & Power Co.*, 138 S.W. 2d 520, 522 (Tex. 1940). For example, Houston has long-term franchise agreements with electric and gas utility companies for use of the City’s right-of-way in exchange for annual franchise fees.

Use of the public right-of-way by private entities is a privilege for which those entities compensate the cities and is not related to the costs of regulating or maintaining the right-of-way. The right-of-way is a valuable public resource and asset, as demonstrated by the scramble among various Wireless Providers to obtain access to it. Otherwise, Wireless Providers would have used adjacent private land instead of approaching cities across the country. Wireless Providers are planning to deploy an entire network that will make extensive use of the public right-of-way, so their use is pervasive and not minimal. Cities have a responsibility to maintain and preserve the right-of-way for current public use and conserve it for future use. It is a well-established policy in Texas that “the roads and streets . . . principal and primary use is for travel and transportation.” *State v. City of Austin*, 331 S.W. 2d 737, 747 (Tex. 1960); *Southwestern Bell Telephone, L.P. v. Harris County Toll Road Authority*, 282 S.W. 3d 59, 63 (Tex. 2009). Compensating cities for no more than the cost of managing the right-of-way opens the door for any private organization to use the right-of-way for profit, regardless of purpose and scale, when the primary purpose of public right-of-way is for pedestrian and vehicular traffic.

A city’s duty is to its residents and taxpayers. As trustee of the public right-of-way, Houston must determine the use of the right-of-way that is in the best interest of the residents

and taxpayers. Giving away land that it holds in trust for the public for below fair value is not in the best interest of the city's taxpayers nor is it legal in Texas.¹¹ As previously mentioned in Section II, it would be unlawful for Houston to assess right-of-way rental fees based on the cost of maintaining the right-of-way.

Wireless infrastructure deployment benefits mobile wireless data consumers who own smartphones, tablets, and mobile-enabled PCs. However, the burden of maintaining the right-of-way is shared by all taxpayers. Houston's budget for maintaining the City's right-of-way in fiscal year 2017 is approximately \$43 million. Mobilitie's proposal to compensate local governments for the actual cost of maintaining the right-of-way would cost Wireless Providers in Houston far more than the City charges.

At least one federal court has already determined that "[n]either the terms of Section 253(c), the legislative history, or relevant case law require that the fee charged by the City be restricted by the municipality's cost of maintaining the rights of way." *City of Portland, Or. v. Electric Lightwave, Inc.*, 452 F. Supp. 2d 1049, 1074-1075 (D. Or. 2005). Furthermore, as noted above, Mobilitie's proposal would be contrary to Texas law.

Conclusion

Houston's experience with deployment of small cell and DAS wireless networks is contrary to claims that local land use authorities' review of siting applications is hindering or likely to hinder deployment of wireless infrastructure and that an additional FCC regulation or order is needed.

¹¹ Tex. Const. art. III, § 52(a) (Vernon 2016) ("... the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever . . .")

Mobilitie agrees in its petition that there are processes in several cities that work well. A few bad experiences in a few cities should not warrant a FCC review nor does it merit a blanket approach that could adversely affect all cities and possibly hinder deployment. It would be better for Wireless Providers to work with cities in the planning and execution of major wireless network deployment projects rather than influence through rulemaking what cities do with their property interests.

The FCC, as the expert agency, should not issue a declaratory ruling addressing the issues referred to in its request for comments regarding *Streamlining Deployment of Small Cell Infrastructure By Improving Wireless Facilities Siting Policies*.

Respectfully submitted,

CITY OF HOUSTON, TEXAS



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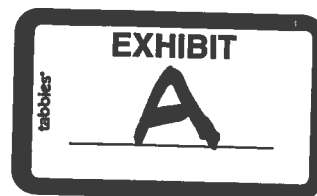
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ATTORNEYS FOR CITY OF HOUSTON



**MASTER LICENSE AGREEMENT
FOR WIRELESS FACILITIES AND POLES IN THE RIGHT-OF-WAY**

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This **MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES AND POLES IN THE RIGHT-OF-WAY** ("Agreement") is made by and between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule municipal corporation of the State of Texas, and **[ENTITY NAME]** ("Licensee"), a [state] corporation with its principal offices at [address].

RECITALS

WHEREAS, Licensee, a Wireless Services provider or Neutral Host Provider, is requesting to attach, install, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove its Wireless Facilities for small cell networks or outdoor distributed antenna systems ("DAS") in the City's Right-of-Way to provide better coverage and meet increased demand for its services; and

WHEREAS, the City owns and controls the Right-of-Way; and

WHEREAS, Section 253 of the Federal Communications Act of 1934, as amended, including 47 U.S.C. § 253, acknowledges that the City has the authority to control access to and use of the Right-of-Way within the City limits; and

WHEREAS, the City has been authorized and granted by the State to have ownership rights and discretion to grant use of the Right-of-Way within the City limits and condition that use; and

WHEREAS, conditions to use of the Right-of-Way include height, width, and aesthetic requirements of the Wireless Facilities and Licensee Poles occupying the Right-of-Way; and

WHEREAS, Licensee is willing to compensate the City pursuant to state law for the grant of permission to install Licensee's Wireless Facilities and Licensee Poles at approved locations in the City's Right-of-Way; and

WHEREAS, the City is willing to allow the Licensee's non-exclusive use at approved locations in its Right-of-Way, subject to the terms and conditions set forth herein, and pursuant to Permits issued by the City's Public Works and Engineering Department; and

WHEREAS, the City and Licensee desire by this Agreement to set forth their understanding of such matters.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein below, City and Licensee agree as follows:

ARTICLE I. PARTIES

1.1. ADDRESSES

The initial address of the parties, which either party may change at any time by giving written notice to the other party pursuant to the terms of this Agreement, are as follows:

City
Director
Department of Administration and
Regulatory Affairs
City of Houston
P.O. Box 2226
Houston, TX 77252

Licensee

With Copy To
(as required by this Agreement)
City Attorney
City of Houston
P.O. Box 368
Houston, TX 77002

With Copy To
(as required by this Agreement)
Public Works and Engineering
c/o City Engineer
1002 Washington Ave.
Houston, TX 77002

1.2. TABLE OF CONTENTS, SCHEDULES, AND EXHIBITS

This Agreement consists of the following sections and exhibits:

TABLE OF CONTENTS

	Page No.
ARTICLE 1. PARTIES	2
1.1 Addresses.....	2
1.2 Table of Contents, Schedules, and Exhibits	3
1.3 Parts Incorporated.....	6
1.4 Controlling Parts	6
1.5 Signatures	6
ARTICLE 2. DEFINITIONS	8
ARTICLE 3. AUTHORIZATION TO USE RIGHT-OF-WAY.....	11
3.1 Grant of Permission	11
3.2 Scope of Agreement.....	12
3.3 List of Licensed Locations.....	12
3.4 Unauthorized Wireless Facilities and Licensee Poles.....	13
3.5 Licensee Poles	13
3.6 Leasing and Subleasing.....	14
ARTICLE 4. PERMITS AND PERMISSION	14
4.1 Request for Licensed Location.....	14
4.2 Location Review Process.....	15
4.3 Permits.....	16
4.4 Inventory	16
ARTICLE 5. RENTAL FEES AND OTHER PAYMENTS.....	16
5.1 Rental Fee	16
5.2 Periodic Fee Adjustment	17
5.3 In Kind Services	18
5.4 Other Payments.....	18
5.5 Late Payment Charge.....	18

5.6	Hold Over Charge	18
5.7	Non-Functioning Wireless Facilities	18
5.8	Payment.....	18
5.9	Reimbursement	18
5.10	Payment Limits	19
5.11	Compliance Review	19
ARTICLE 6. WIRELESS FACILITIES AND LICENSEE POLES REQUIREMENTS		19
6.1	Aesthetic Requirements	19
6.2	Installation	21
6.3	Inspections	21
6.4	Placement.....	21
6.5	Electrical Supply	23
6.6	Fiber Connection	23
6.7	Generators.....	23
6.8	Equipment Dimensions	23
6.9	Tree Maintenance	24
6.10	Signage.....	24
6.11	Overhead Lines Prohibited	24
6.12	Repair.....	24
6.13	Graffiti Abatement	25
6.14	Licensee's Performance.....	25
ARTICLE 7. INTERFERENCE WITH OPERATIONS AND COLLOCATIONS		25
7.1	No Liability	25
7.2	No Interference	26
ARTICLE 8. ABANDONMENT, RELOCATION AND REMOVAL.....		26
8.1	Abandonment of Obsolete Wireless Facilities and Licensee Poles	26
8.2	Removal Required by City	27
8.3	Removal or Relocation by Licensee.....	27
8.4	Removal or Relocation Required for City Project.....	27
8.5	Removal Required After Termination or Expiration of License	28
8.6	Removal Required After Revocation	28
8.7	Ownership	29

8.8	Restoration	29
8.9	Licensee Responsible	29
8.10	Allocation of Funds for Removal and Storage	29
ARTICLE 9. ADDITIONAL REQUIREMENTS		29
9.1	Non-Discrimination	29
9.2	Drug Policy	29
9.3	Environmental Laws	30
ARTICLE 10. SECURITY		32
ARTICLE 11. RELEASE, INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE		32
11.1	Release	32
11.2	Indemnification	32
11.3	Indemnification Procedures	33
11.4	Insurance	34
ARTICLE 12. TERM AND TERMINATION		36
12.1	Term	36
12.2	Renewals	37
12.3	Termination for Cause by City	37
12.4	Termination By Licensee	38
12.5	Holding Over	38
ARTICLE 13. TRANSFER OF AUTHORITY		38
13.1	Assignment	39
13.2	Business Structure and Assignments	39
ARTICLE 14. RECORDS AND AUDITS		39
14.1	Records	39
14.2	Inspections and Audits	39
14.3	Confidential Information	40
ARTICLE 15. MICELLANEOUS		40
15.1	Force Majeure	40
15.2	Dispute Resolution	41
15.3	Acceptance and Approval; Consent	42
15.4	Representations and Warranties	42

15.5	Statement of Acceptance	43
15.6	Relationship of the Parties	43
15.7	Severability	43
15.8	Entire Agreement	43
15.9	Written Amendment	43
15.10	Applicable Laws and Venue	43
15.11	Notices	44
15.12	Captions.....	45
15.13	Non-Waiver	45
15.14	Enforcement.....	45
15.15	Ambiguities.....	45
15.16	Survival	45
15.17	Publicity.....	45
15.18	Parties In Interest	45
15.19	Remedies Cumulative.....	46
15.20	Licensee Debt.....	46

EXHIBITS

- A. LICENSED LOCATIONS**
- B. APPROVED WIRELESS FACILITIES AND EQUIPMENT LIST**
- C. APPLICATION FOR LOCATION REVIEW (REPRESENTATIVE SAMPLE)**
- D. RENTAL FEE SCHEDULE**
- E. PERFORMANCE BOND (REPRESENTATIVE SAMPLE)**
- F. DRUG POLICY COMPLIANCE AGREEMENT**
- G. ENGINEER'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS IN PERFORMANCE UNDER A CITY AGREEMENT**
- H. DRUG POLICY COMPLIANCE DECLARATION**
- I. PERMIT (REPRESENTATIVE SAMPLE)**

1.3. PARTS INCORPORATED

All of the above-described sections and exhibits are made a part of and incorporated into this Agreement.

1.4. CONTROLLING PARTS

If a conflict between the sections of the Agreement and any of the exhibits arises, the sections of the Agreement control over the exhibits.

1.5. SIGNATURES

IN WITNESS WHEREOF, the Original Signatories, through their duly authorized officers, have executed this Agreement in multiple counterparts, each of equal force and effect, effective as of the date countersigned by the City Controller.

LICENSEE:

[ENTITY NAME]

Name:
Title:
Tax Identification No.:

ATTEST/SEAL:

Name:

APPROVED AS TO FORM:

YuShan Chang, Sr. Assistant City
Attorney
L.D. File No. 0371400090001

COUNTERSIGNED BY:

City Controller

CITY:

CITY OF HOUSTON, TEXAS

Signed by:

Mayor

ATTEST/SEAL:

City Secretary

APPROVED:

Director, Department of Administration and
Regulatory Affairs

APPROVED:

Director, Public Works and Engineering
Department

DATE COUNTERSIGNED:

("Effective Date")

ARTICLE 2. DEFINITIONS

2.1. As used in this Agreement, the following terms have the meanings set out below:

- 2.1.1. *“Abandon”* and its derivatives means the Wireless Facility, Licensee Pole, or portion thereof that has been left by Licensee in an unused or non-functioning condition for more than 120 consecutive days unless, after notice to Licensee, Licensee has established to the reasonable satisfaction of the City that the Wireless Facility, Licensee Pole, or portion thereof has the ability to provide communications.
- 2.1.2. *“Affiliate”* means (a) any entity who (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with the Licensee; (b) any entity acquiring substantially all of the assets of Licensee in the market defined by the Federal Communications Commission in which the Licensed Locations are located; or (c) any successor entity in a merger, acquisition, or other business reorganization involving Licensee. For purposes of this definition, “own” means to own an equity or other financial interest (or the equivalent thereof) of more than 10 percent or any management interest.
- 2.1.3. *“Agreement”* means this contract between the Parties, including any exhibits and any written amendments as authorized by this Agreement.
- 2.1.4. *“ARA Director”* means the Director of the City's Department of Administration and Regulatory Affairs, or its successor department, or the person he or she designates.
- 2.1.5. *Camouflaged Wireless Facility or Licensee Pole* means any Wireless Facility or Licensee Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility or Licensee Pole blends into the surrounding environment and is visually unobtrusive. A Camouflaged Wireless Facility or Licensee Pole also includes any Wireless Facility or Licensee Pole approved by the City Management District or TIRZ as conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to, a Licensee Pole or Wireless Facility that is hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.
- 2.1.6. *“Carrier”* means a provider of Wireless Services authorized by the Licensee to utilize the Wireless Facilities and/or Licensee Poles.
- 2.1.7. *“City”* is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.1.8. *“City Attorney”* means the currently appointed or acting City Attorney or his/her designee.

- 2.1.9. “City Code” means the Code of Ordinances, City of Houston, Texas.
- 2.1.10. “*City Engineer*” means the city engineer for the City from the City’s Public Works and Engineering Department, or its successor department, or a person he or she designates.
- 2.1.11. “*Effective Date*” means the date this Agreement is countersigned by the City Controller as reflected on the signature page of this Agreement.
- 2.1.12. “*Ground Equipment*” means part of a Wireless Facility that is located on the surface of the Right-of-Way and, if included in an approved Application for Location Review or otherwise approved by the City in writing, an incidental structure to support metering devices.
- 2.1.13. “*Historic District*” means “Historic district” as defined in Section 33-201 of the City Code, now or hereafter in effect.
- 2.1.14. “Historic Landmark” means “landmark” as defined in Section 33-201 of the City Code, now or hereafter in effect.
- 2.1.15. “*Licensee*” means the entity identified in the preamble of this Agreement and includes its successors and assigns.
- 2.1.16. “*Licensed Location*” means the location in the Right-of-Way, as listed in Exhibit A of this Agreement, in which Licensee is authorized to place its Wireless Facilities and Licensee Poles, provided that it has obtained all Permits.
- 2.1.17. “*Licensee Pole*” or “*Licensee Poles*” means pole(s) or similar vertical structure(s) owned and installed by Licensee or a Neutral Host Provider for the sole purpose of supporting Wireless Facilities, but does not include an incidental structure for supporting metering devices.
- 2.1.18. “*Management District*” means a governmental entity created by the Texas legislature whose purpose is to finance facilities, infrastructure and services beyond those already provided by individual property owners or the municipality.
- 2.1.19. “*Modification*” means any addition, removal, or alteration of any kind, to the Wireless Facility, or Licensee Pole, including altering their camouflaging or appearance, except for routine maintenance or replacement with equipment that has identical dimensions and appearance.
- 2.1.20. “*Neutral Host Provider*” means a provider of Wireless Facilities and Licensee Poles that leases space on its Wireless Facilities and Licensee Poles to Carriers.
- 2.1.21. “*Other Party*” or “*Other Parties*” means a Wireless Services provider or Neutral Host who is not a Party to this Agreement.

- 2.1.22. *"Park"* means the various properties under the direction, control and supervision of the City's Director of Parks and Recreation Department pursuant to the authority granted by City Council and the City Code of Ordinances.
- 2.1.23. *"Parks Director"* means the City's director of the Department of Parks and Recreation, or its successor department, or the person he or she designates.
- 2.1.24. *"Party" or "Parties"* mean the Licensee and City, individually or collectively as indicated in the context in which it appears.
- 2.1.25. *"Permit"* means a document issued by the City's Department of Public Works and Engineering authorizing installation, removal, and other work at a Licensed Location for Licensee's Wireless Facilities or Licensee Poles in accordance with the approved plans and specifications. A representative sample of Permit(s) is attached as Exhibit I.
- 2.1.26. *"PWE Director"* means the Director of the City's Public Works and Engineering Department, or its successor department, or the person he or she designates.
- 2.1.27. *"Rental Fee"* means the amount Licensee is required to pay the City, as calculated according to Article V of this Agreement, for the use of the City's Right-of-Way.
- 2.1.28. *"Right-of-Way"* means the ground level, air space above, and space below a public street, road, alley, and/or sidewalk located in the City's jurisdiction, including the entire area between the boundary lines of every right-of-way, and public utility easements, whether acquired by purchase, grant or dedication and acceptance by the City or by the public, that has been dedicated or designated for or opened to the use of the public for purposes of vehicular and pedestrian travel; and shall include any designated state or federal highway or road or any designated county road under the administrative control of the City for maintenance, repair, or vehicular traffic control purposes.
- 2.1.29. *"School"* means an educational institution that offers a course of instruction for students in one or more grades from kindergarten through grade 12.
- 2.1.30. *"Wireless Services"* means only 'personal wireless services' as that term is defined in 47 U.S.C. § 322(c)(7)(C), now or hereafter in effect, including commercial mobile services, (defined in 47 U.S.C. § 332(d)), now or hereafter in effect, provided to personal mobile communication devices through or by Wireless Facilities located wholly or partially in the Right-of-Way.
- 2.1.31. *"Term"* means the Initial Term and any Extension Terms, collectively, during which this Agreement is in effect.
- 2.1.32. *"TIRZ"* means Tax Increment Reinvestment Zone created by City Council pursuant to the Texas Tax Code to allow financing that attracts new investment and improvements to an area.

- 2.1.33. *“Traffic Signal”* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.
- 2.1.34. *“Traffic-Control Device(s)”* means all signs, signals, markings, or devices placed or erected by the City or a public body having jurisdiction for the purpose of regulating, warning, or guiding traffic.
- 2.1.35. *“Underground Utility District”* means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground.
- 2.1.36. *“Utility Pole” or “Utility Poles”* means a pole or vertical structure owned by CenterPoint Energy Houston Electric, LLC, AT&T, and other utility companies or entities with a vertical structure in the Right-of-Way pursuant to State law authorization or City franchise agreement to support their electric utility and wireline telecommunications lines. Utility Poles as defined herein for the purposes of this Agreement shall not be considered “towers” or “tower structures” as defined in Section 28-521 of the City Code, now or hereafter in effect.
- 2.1.37. *“Wireless Facility” or “Wireless Facilities”* means the approved and permitted equipment in Exhibit B that consists of radios, radio transceivers, antennas, wires, fiber optic cables, coaxial cables, amplifiers, switches, power sources, repeaters, and regular and backup power supply, and other supporting devices installed overhead or above the ground on a Licensee Pole or Utility Pole and control boxes, pull boxes, cabinets, and other supporting devices installed at ground level, but not including any separate poles, that are located within the Right-of-Way as part of a wireless network, such as a small cell or outdoor distributed antenna system (“DAS”) network, for the purpose of providing Wireless Services.
- 2.2. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural.
- 2.3. The word “shall” is always mandatory and not merely permissive.
- 2.4. “Include” and “including,” and words of similar import, shall be deemed to be followed by the words “without limitation.”

ARTICLE 3. AUTHORIZATION TO USE RIGHT-OF-WAY

3.1. GRANT OF PERMISSION

- 3.1.1. The City hereby grants Licensee the right to enter and to use the Right-of-Way located in the areas listed in Exhibit A to attach, install, construct, operate, lease,

maintain, repair, replace, reattach, reinstall, relocate, and remove Licensee Poles and Wireless Facilities listed in the most recently approved version of Exhibit B subject to the terms of this Agreement.

3.1.2. This Agreement does not confer any other rights not described herein nor does it permit Licensee or parties contracted to use Licensee's Wireless Facility or Licensee Pole to use the Right-of-Way for purposes not specified in this Agreement.

3.1.3. This Agreement does not authorize the Licensee to install equipment and facilities associated with or for macro wireless towers in the Right-of-Way.

3.1.4. Only Neutral Host Providers that have an existing agreement with a Carrier to use or lease the Neutral Host Provider's Wireless Facilities or Licensee Poles are authorized to be in Licensed Locations.

3.2. SCOPE OF AGREEMENT

3.2.1. This Agreement is **not exclusive** and the City reserves the right to grant permission to use its Right-of-Way for the same or similar purposes to Other Parties.

3.2.2. Except as expressly provided herein, this Agreement does not grant Licensee the authority to grant any rights under this Agreement to any Other Party without the written consent of the City. If Other Parties seek to install Wireless Facilities on a Licensee Pole, either the Licensee or Other Party must first notify the ARA Director in writing and submit an Application for Location Review, a representative example of which is attached as Exhibit C, for each Wireless Facility and Licensee Pole and obtain the City Engineer's written consent.

3.2.3. Licensee and City agree that Licensee Poles once installed shall not be considered "Utility Poles" within the definition of this Agreement, and that third-party wireline attachments (unrelated to Licensee's network or Wireless Facilities) shall not be permitted to be on Licensee Poles.

3.2.4. This Agreement only authorizes permission to use the Right-of-Way and does not confer any rights or permission to install Wireless Facilities on a Utility Pole. Licensee must obtain permission from the owner of the Utility Pole or Licensee Pole prior to submitting its proposed plans to the City Engineer for approval and for Permits to install its Wireless Facilities within the Right-of-Way.

3.2.5. This Agreement does not grant to the Licensee an interest in any property.

3.3. LIST OF LICENSED LOCATIONS

3.3.1. Licensee shall install its Wireless Facilities or Licensee Poles only in the Licensed Locations. Licensee requesting to use City Right-of-Way location not

listed in Exhibit A must submit to the City Engineer an Application for Location Review (Exhibit C).

3.3.2. The City Engineer shall review the Application for Location Review to determine availability, compliance with this Agreement, public safety impact, and other applicable considerations related to the requested location. The City Engineer shall provide written notice of the approval or denial of the Application for Location Review and reasons for denial, if applicable, within 30 days of receipt of the complete and accurate application.

3.3.3. The ARA Director may revoke a Licensee's permission to use a Licensed Location listed in Exhibit A for that Licensee's non-compliance with a term or terms of this Agreement subject to the same notice and right to cure procedures for a default in Sections 12.3.2 and 12.3.3. The ARA Director may amend or supplement Exhibit A as needed during the Term of this Agreement without approval from City Council.

3.4. UNAUTHORIZED WIRELESS FACILITIES AND LICENSEE POLES

3.4.1. The ARA Director will review proposed Wireless Facilities, Licensee Poles, and other equipment specifications at least once a calendar year and may amend and supplement Exhibit B without approval from City Council.

3.4.2. The ARA Director shall deem as unauthorized any type of Wireless Facility or Licensee Pole not listed in or attached under Exhibit B. The ARA Director at his or her sole discretion may, upon 30 days' written notice, remove or require the Licensee to remove unauthorized Wireless Facilities or Licensee Poles at Licensee's expense without any liability to the City. The City will invoice and Licensee shall reimburse the City within 30 days of receipt of the invoice for the City's cost of removal of unauthorized Wireless Facilities and Licensee Poles.

3.4.3. Any Modification to a Wireless Facility or Licensee Pole must be approved by the City Engineer except for routine maintenance or replacement of an existing Wireless Facilities with equipment that (1) has identical dimensions and appearance or smaller dimensions and a less intrusive appearance and (2) does not require a Permit from the PWE Director or plan approval from the City Engineer.

3.5. LICENSEE POLES

3.5.1. Licensee shall not install Licensee Poles in the Right-of-Way unless Licensee demonstrates that all of the following criteria are satisfied: (1) Licensee certifies that a new Licensee Pole and Wireless Facilities in the Right-of-Way are necessary to fill a coverage or capacity gap in Wireless Services, (2) there are no other existing structures in the Right-of-Way or City buildings in the area that are available and capable of supporting the Licensee's Wireless Facilities.

- 3.5.2. If there is a City building in the area of the requested Licensed Location that is available (as solely determined by the City) and capable of supporting Licensee's Wireless Facilities, Licensee may use the City building instead of installing a new Licensee Pole. The installation, if any, of Licensee Poles or Wireless Facilities on a City building, shall be subject to a duly authorized contract executed between Licensee and the City.
- 3.5.3. Licensee Pole must be spaced at least 300 linear feet from another pole that is capable of supporting Wireless Facilities along the proposed location, unless otherwise approved by the City Engineer in writing.
- 3.5.4. References to Licensee Poles throughout this Agreement shall not be construed as permission to install Licensee Poles in the Right-of-Way absent a Permit.
- 3.5.5. Licensee shall not install wooden poles, unless the poles are consistent with the design of other poles in the surrounding area.

3.6. LEASING AND SUBLEASING

No later than ninety (90) days from the Effective Date, Licensee shall notify the ARA Director, in writing, for each one of its Licensed Locations that is used by more than one Carrier and every ninety (90) days thereafter, Licensee shall provide an updated notice of the existence of any additional Carriers added at each of its Licensed Location during that period. The written notification to the ARA Director must identify the Licensed Location.

Licensee may license use of its Wireless Facilities and/or Licensee Poles to Carrier(s) for provision of Wireless Services only if the use strictly complies with this Agreement.

ARTICLE 4. PERMITS AND PERMISSION

4.1 REQUEST FOR LICENSED LOCATION

- 4.1.1. Prior to installation or Modification of a Wireless Facility or Licensee Pole, Licensee shall complete and submit to the City Engineer the plan review form referenced in this Agreement as the Application for Location Review, attached as Exhibit C as a representative sample, and the following items:
 - 4.1.1.1. A one-time nonrefundable plan review fee for review of the Application for Location Review (whether submitted electronically or in hard copy) in the amount stated in the most recent City fee schedule;
 - 4.1.1.2. Documents necessary for the review or requested by the City Engineer, including but not limited to:

- 4.1.1.2.1. Map showing intended location of the Wireless Facility or Licensee Pole and its distance from a Historic Landmark, Park, or School, if any;
- 4.1.1.2.2. Representative drawings or pictures of the intended Wireless Facility or Licensee Pole;
- 4.1.1.2.3. Engineering and construction plans and drawings;
- 4.1.1.2.4. Written confirmation of an agreement between Carrier and Licensee for Carrier to use Licensee Pole and Wireless Facility, if applicable; and

4.1.2. If the applicant is not the same as the Licensee listed on the Application for Location Review, the Licensee is presumed to be the owner of the Licensee Pole, Wireless Facilities, and Ground Equipment and shall be responsible for them and the Rental Fees.

4.2. LOCATION REVIEW PROCESS

4.2.1. The City Engineer shall review an Application for Location Review for completeness and notify the Licensee in writing within 30 days of receipt of the application if Licensee needs to submit additional or missing information. The notice shall include the information that must be submitted to the City Engineer. If Licensee does not submit the missing or additional information within 180 days of the notice, then the Licensee's Application for Location Review shall be deemed withdrawn.

However, Application for Location Review will not be accepted and shall be deemed incomplete if it is not accompanied by the following information:

- 4.2.1.1. Written permission from the Utility Pole owner authorizing the Licensee to install a Wireless Facility or Licensee Pole on the Utility Pole.
- 4.2.1.2. The ARA Director or City Engineer's written approval that the Camouflaged Wireless Facility or Licensee Pole conforms to the Management District or TIRZ's design standards, as required in Section 6.1.6, if applicable.

4.2.2. The City Engineer shall review the application to determine:

- 4.2.2.1. If the requested site has already been approved as a Licensed Location listed in Exhibit A;
- 4.2.2.2. The requested site is in the Right-of-Way;
- 4.2.2.3. Compliance with Article 6 of this Agreement;

4.2.2.4. That written permission has been obtained by applicable parties as required by this Agreement; and

4.2.2.5. Compliance with applicable construction, engineering, design specifications, and other applicable requirements, including the Americans with Disabilities Act.

4.2.3. The City Engineer shall deny a requested location in the Application for Location Review if the Licensee's application is not in compliance with Articles 3, 4, and 6 of this Agreement.

4.3 PERMITS

4.3.1. Licensee shall not install a Wireless Facility or Licensee Pole without the requisite Permit(s).

4.3.2. Upon approval of the Application for Location Review, the Licensee is authorized to apply for Permit(s).

4.3.3. The Licensee shall give notice to the ARA Director of any revocation or denial of any such Permit affecting its performance hereunder within 15 days of such revocation or the day upon which the Licensee received actual or constructive notice of denial of such Permit.

4.3.4. The City Engineer shall forward to the ARA Director each approved GIS or Street Address and related information in the Application for Location Review when Permit(s) is approved.

4.4 INVENTORY

Licensee shall maintain a list of its Wireless Facilities, Licensee Poles, and Licensed Locations during the Term of this Agreement. Licensee shall provide to the ARA Director such list on the fifth anniversary of the Effective Date and every two years thereafter until the end of the Term.

City shall maintain an accounting of all Rental Fees owed from, invoiced to, and received from Licensee under this Agreement. The ARA Director shall provide such accounting to the Licensee on the fifth anniversary of the Effective Date and every two years thereafter until the end of the Term.

ARTICLE 5. RENTAL FEES AND OTHER PAYMENTS

5.1. RENTAL FEE

Licensee shall pay the City an annual Rental Fee for use of each Licensed Location for which Licensee has obtained Permit(s) regardless of whether or not a Licensee installs Wireless Facilities or Licensee Poles in the Right-of-Way during the Term of this Agreement. Except as

provided for in this Agreement, the Rental Fee is non-refundable. Licensee shall pay the City the Rental Fee as provided in Exhibit D, Rental Fee Schedule.

5.2. PERIODIC FEE ADJUSTMENT

5.2.1. Standards Rates Apply. If the Licensee is paying the Standard Rental Fee rates under 5.1.1 in Exhibit D, then on January 1 of each year after 2016, the Rental Fees shall automatically increase by 2% over the Rental Fees in effect the prior calendar year, as shown in Table 1: Standard Fee Schedule in Exhibit D. For reference, this section is also stated in Exhibit D under 5.1.3.1.

5.2.2. Volume Discount Rates Apply. If Licensee is paying the Volume Discount Fee Schedule rates under Table 3 in Exhibit D, then the periodic fee adjustment in 5.1.3.2 in Exhibit D shall apply.

5.3. IN KIND SERVICES

In the event Licensee, in its sole discretion, elects to offer the City in-kind services as a credit against the Rental Fee(s) due under this Agreement for the use of Licensed Location(s), the City, through a representative from the Mayor's Office, as designated by the Mayor of the City ("the Mayor's designee"), may consider accepting the in-kind services on a first in time of offer basis, to the extent they are beneficial to the City, provided that such acceptance does not violate any applicable procurement laws or policies. If the City agrees the offered in-kind services are beneficial to the City, the Parties shall mutually agree to the bona fide fair market value of the in-kind services on a year-to-year basis, and on a year by year basis, adjust the amount of the Rental Fee, such that the amount of the Rental Fee due is the total of the monetary amount paid to the City and the value of the in-kind services each year. At a minimum, the amended and supplemented Rental Fee Schedule must include: (a) a description of the in-kind services to be provided, including how they are beneficial to the City; (b) the determined bona fide fair market value of the in-kind services on a year-to-year basis that equals the amount of the Rental Fee adjustment for the provision of in-kind services each year while beneficial to the City; (c) due date(s) for the adjusted Rental Fee; (d) the time period for which the Rental Fee adjustment shall apply; and (e) provisions for reverting to the Rental Fees otherwise in accordance with the terms of this Agreement and the then-current Rental Fee Schedule in the absence of the provision of in-kind services (e.g. in the event the City declines the in-kind services or Licensee ceases to provide the in-kind services). The Mayor's designee shall provide the members of City Council with the proposed adjustment to the Rental Fee Schedule at least two weeks in advance of the Mayor's designee providing written approval to the Licensee of the City's acceptance of the in-kind services proposal. After the conclusion of the two-weeks advance notice period, if the Mayor's designee approves the Rental Fee adjustment for in-kind services, the Mayor's designee shall notify the Licensee in writing and amend and supplement Exhibit D, Rental Fee Schedule (a copy of which shall be maintained by the ARA Director).

5.4. OTHER PAYMENTS

The Rental Fee payable hereunder shall be exclusive of, and in addition to all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Licensee to the City.

5.5. LATE PAYMENT CHARGE

Until the payment due is received by the City, Licensee shall incur 12 percent annual interest, compounded daily from the due date until payment is received on the amount due.

5.6. HOLD OVER CHARGE

The Rental Fee for any Hold Over Period, as described in Section 12.5, shall be 150% of the most recent Rental Fee due according to the Rental Fee Schedule in Exhibit D. Payment pursuant to this subsection does not extend or renew this Agreement.

5.7. NON-FUNCTIONING WIRELESS FACILITIES

Licensee shall continue to pay Rental Fees for Wireless Facilities or Licensee Poles that are no longer in service or operational if the Wireless Facilities or Licensee Poles occupy the Right-of-Way.

5.8. PAYMENT

5.8.1. No later than 30 days before the payment due date, the ARA Director shall mail notice to Licensee that includes the current Rental Fees and other fees, payment, or charges due.

5.8.2. Rental Fee and other payments shall be payable by ACH direct deposit or check payable to the City of Houston and sent to the following address:

ATTN: Franchise Administration
City of Houston
P.O. Box 2226
Houston, TX 77252

5.9. REIMBURSEMENT

When under the terms of this Agreement, the City at its own expense has removed or remediated Licensee's Wireless Facilities or Licensee Poles or Licensee is required to reimburse the City, the Licensee shall remit payment to the City to the address listed in Section 5.8 within 30 days of the date of the invoice.

5.10. PAYMENT LIMITS

Upon Licensee's termination of any Licensed Location in accordance with the terms of this Agreement and Licensee peaceably surrendering the Licensed Location to the City in the same condition the Licensed Location was in on the date the Permit(s) was granted excepting

ordinary wear and tear, there will be no compensation due, including any Rental Fees to the City, by Licensee for such Licensed Location except that the City shall not issue any refunds for any amounts already due or paid by Licensee except as provided in Section 5.1.2 in Exhibit D.

Following removal of any Wireless Facility or Licensee Pole in accordance with the terms of this Agreement, there will be no compensation due, including any Rental Fees, to the City by Licensee for such Wireless Facility or Licensee Pole except that the City shall not issue any refunds for any amounts already paid by Licensee for Wireless Facilities or Licensee Poles that have been removed.

Notwithstanding the foregoing, if Licensee is required by the City to remove a Wireless Facility or Licensee Pole and such removal is not the result of Licensee's failure to comply with this Agreement, City will reimburse Licensee the Rental Fee for the Licensed Location used by such Wireless Facility or Licensee Pole pro-rated monthly starting on the month after the removal is completed and for the remainder of the calendar year.

5.11. COMPLIANCE REVIEW

The City may, at its discretion, upon no less than 30 days prior written notice, require that the Licensee produce its records related to this Agreement for review by the ARA Director to ascertain the correctness of the information provided under Article 5 of this Agreement. If the ARA Director identifies, as a result of a review of the information provided pursuant to Article 5 of this Agreement Rental Fees and other payments owed by the Licensee from prior periods, the Licensee shall pay a late penalty of 12 percent per annum on the amount identified. If the review determines that payment of the Rental Fee was not made in accordance with the terms of this Agreement and that such payment represents an underpayment of at least 20 percent of the Rental Fees due, the Licensee shall reimburse the City for all reasonable review costs, and pay the Rental Fees determined to be due and payable to the City hereunder. Such costs and fees, if any, shall be paid within 30 days after determination of amount due is made. If the review determines that payment of the Rental Fee was not made in accordance with the terms of this Agreement and that such payment represents an overpayment of any amount, City will credit such overpayment against Licensee's future obligations to City under this Agreement and reimburse Licensee the remainder of such amount, if any, within the later of 30 days of the end of the Term or a date agreed to by the Parties.

ARTICLE 6. WIRELESS FACILITIES AND LICENSEE POLES REQUIREMENTS

6.1. AESTHETIC REQUIREMENTS

- 6.1.1. The Wireless Facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible.

- 6.1.2. Unless required by this Agreement, Licensee may, at its own expense, install a Camouflaged Wireless Facilities or Licensee Poles, provided Licensee obtains the requisite approvals and Permits required by this Agreement. Licensee must install Wireless Facilities or Licensee Poles that conform to the Management District or TIRZ's aesthetic or design standards for the proposed installation site, if any, unless otherwise approved by the ARA Director.
- 6.1.3. In order to minimize negative visual impact to the surrounding area, the City Engineer may deny a request for a proposed Licensed Location if the Licensee installs Wireless Facilities or Ground Equipment where 100 cubic feet of Wireless Facilities or Ground Equipment already exist at that time.
- 6.1.4. Licensee shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.
- 6.1.5. If a Licensed Location becomes an Underground Utility District during the Term of this Agreement, then Licensee's grant of permission for the Licensed Location with the Utility Poles at such Licensed Location will be automatically revoked upon removal of said Utility Poles. When installing or re-installing Wireless Facilities in the area where the Utility Poles at issue were removed, Licensee must install Camouflaged Wireless Facilities, Ground Equipment, and Licensee Poles as authorized by the ARA Director and in compliance with Underground Utility District, TIRZ, and Management District aesthetic standards, unless otherwise approved by the ARA Director.
- 6.1.6. Licensee shall not install Licensee Poles or Ground Equipment in Underground Utility Districts, Management Districts, or TIRZs except as authorized by the ARA Director and in compliance with Underground Utility District, TIRZ, and Management District aesthetic standards, unless otherwise approved by the ARA Director. Any Licensee Poles, Wireless Facilities, or Ground Equipment authorized to be installed in Underground Utility Districts shall be Camouflaged Wireless Facilities or Licensee Poles as required by the ARA Director.
- 6.1.7. Licensee shall provide to the ARA Director and City Engineer written documentation from the Management District or TIRZ confirming that the Management District or TIRZ has reviewed the aesthetics of the proposed Wireless Facilities or Licensee Poles, including the design and concealment plan or the proposed Camouflaged Wireless Facility or Licensee Pole, if any, prior to obtaining a Permit from the PWE Director for installation or Modification of Licensee Poles or Wireless Facilities within a Management District's or TIRZ's service area that has betterments or enhancements. Betterments and enhancements are decorative or specialty street light fixtures, street signs, Traffic Signals, sidewalks, pavement, and other infrastructure that are above City standards.

- 6.1.8. Licensee must obtain written approval from the ARA Director that the City approves the aesthetics of the proposed Wireless Facilities or Licensee Poles, including the design and concealment plan or the proposed Camouflaged Wireless Facility or Licensee Pole before an Application for Location Review can be approved by the City Engineer for the installation or Modification of Licensee Poles or Wireless Facilities within a Historic District.
- 6.1.9. From time to time, the ARA Director or City Engineer may request that Licensee explore the feasibility of using certain equipment, including certain Wireless Facility, Ground Equipment, Licensee Pole, to improve the aesthetics of the Wireless Facilities, Licensee Poles, Ground Equipment or any portion thereof or to minimize the impact to the aesthetics of the surrounding area. If Licensee, at its sole discretion, chooses to utilize or install such equipment at its sole cost and expense, Exhibit B will be amended to add the equipment.

6.2 INSTALLATION

Licensee shall, at its own cost and expense, install the Wireless Facilities or Licensee Poles in a good and workmanlike manner and in accordance with the requirements promulgated by the City Engineer, as such may be amended from time to time. Licensee's work shall be subject to the regulation, control and direction of the City Engineer. All work done in connection with the installation, operation, maintenance, repair, Modification, and/or replacement of the Wireless Facilities or Licensee Poles shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

6.3 INSPECTIONS

- 6.3.1. The City Engineer may perform visual inspections of any Wireless Facilities or Licensee Poles located in the Right-of-Way as the City Engineer deems appropriate without notice. If the inspection requires physical contact with the Wireless Facilities, the City Engineer shall provide written notice to the Licensee within five business days of the planned inspection. Licensee may have a representative present during such inspection.
- 6.3.2. In the event of an emergency situation, the City may, but is not required to, notify Licensee of an inspection. The City may take action necessary to remediate the emergency situation and the City Engineer shall notify Licensee as soon as practically possible after remediation is complete.

6.4 PLACEMENT

- 6.4.1. *Parks.* Placement of Wireless Facilities and Licensee Poles in any Parks, Park roads, sidewalk, or property is prohibited unless dedicated as Right-of-Way and

the placement complies with applicable Laws, private deed restrictions, and other public or private restrictions on the use of the Park.

- 6.4.1.1. The Licensee shall not install Ground Equipment in a Right-of-Way that is within 150 feet of the boundary line of a Park, unless approved by the City Engineer and Parks Director in writing.
- 6.4.1.2. The Licensee shall not install a Licensee Pole in a Right-of-Way that is within 300 feet of the boundary line of a Park, unless approved by the City Engineer and Parks Director in writing.
- 6.4.2. *Traffic Signals.* Licensee shall neither allow nor place a Wireless Facility on a Traffic-Control Device or Traffic Signal or any structure supporting a Traffic-Control Device or Traffic Signal.
- 6.4.3. *City Infrastructure.* Licensee shall neither allow nor install Wireless Facilities or Licensee Poles on any part of a City bridge, overpass, or tunnel, unless approved by the City Engineer in writing.
- 6.4.4. *Streets.* Licensee shall neither allow nor install Licensee Poles and Ground Equipment in Right-of-Ways that are adjacent to streets and thoroughfares that are 50 feet or less in width and both sides of the street or thoroughfare are adjacent to exclusively single-family residential lots, unless approved by the ARA Director in writing.
- 6.4.5. *Historic Landmarks.* Licensee shall neither allow nor install a Wireless Facility or Licensee Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government under §33.201 of the City Code of Ordinances, §442.001(3) of the Texas Government Code, and 16 U.S.C. §470, as of the date of the submission of the Application for Location Review (Exhibit C) for the requested location, unless approved by the ARA Director in writing.
- 6.4.6. *Schools.* Licensee shall adhere to the federal radio frequency (RF) emissions standards set forth in Federal Communications Commission OET Bulletin 65 (as may be amended or replaced during the Term) when installing or allowing to be installed a Wireless Facility or Licensee Pole within 150 feet of a School.
- 6.4.7. *Poles.* Wireless Facilities on a Utility Pole or Licensee Pole shall be installed at least 8 feet above the ground.
- 6.4.8. *Right-of-Way.* Licensee Poles and Ground Equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line. Licensee Pole or Wireless Facility shall not impede pedestrian or vehicular traffic in the Right-of-Way. If a Licensee Pole or Wireless Facility is installed in a location that is not in accordance with the plans approved by the City Engineer and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-

of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Licensee shall remove the Wireless Facility or Licensee Pole. Licensee shall be subject to a \$2,000 per day penalty until the Licensee Pole or Wireless Facility is relocated to the correct area within the Licensed Location, regardless of whether or not the Licensee's contractor, subcontractor, or vendor installed the Licensee Pole or Wireless Facility. Licensee may request from the City Engineer a waiver of underground construction requirements set forth in Section 40-5 of the City Code to allow for "microtrenching" at a depth of less than 24 inches for lateral connections connecting Wireless Facilities to the fiber-optic network.

- 6.4.9. *Design Manual.* Placement or Modification of Wireless Facilities and Licensee Poles shall comply with the City's Infrastructure Design Manual published on the City's website at the time the Permit for installation or Modification is approved and as amended from time to time.

6.5. ELECTRICAL SUPPLY

Licensee shall be responsible for obtaining any required electrical power service to the Wireless Facilities and Licensee Poles. The City shall not be liable to the Licensee for any stoppages or shortages of electrical power furnished to the Wireless Facilities or Licensee Poles, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Licensee of the structure, or for any other cause beyond the control of the City. Licensee shall not be entitled to any abatement of the Rental Fee for any such stoppage or shortage of electrical power.

6.6. FIBER CONNECTION

Licensee shall be responsible for obtaining access and connection to fiber optic lines or other backhaul solutions that may be required for its Wireless Facilities or Licensee Pole.

6.7. GENERATORS

Licensee shall not allow or install generators or back-up generators in the Right-of-Way.

6.8. EQUIPMENT DIMENSIONS

- 6.8.1. *Wireless Facilities.* Licensee's Wireless Facilities installed on a Utility Pole or Licensee Pole shall not exceed 4 feet in height, 2 feet in width, and 2 feet in depth, unless otherwise approved, in writing, by the City Engineer. Licensee shall not install any equipment not described in or included in Exhibit B. Extensions to an existing Wireless Facility shall not result in a combined width of more than 3 feet as measured from the edge of the Utility Pole or Licensee Pole, and any subsequent Modifications to said pole. Licensee shall be allowed an additional cabinet for emergency battery back-up power that will not be counted towards the dimension requirements previously stated in this paragraph, provided the battery back-up power cabinet does not exceed 2 feet in height, 2 feet in width, and 21 inches in depth.

6.8.2. *Licensee Poles.* Licensee Poles shall not exceed 40 feet in height as measured from the ground, and with subsequent Modifications shall not exceed 45 feet in height as measured from the ground. Licensee Poles shall not exceed 3 feet in diameter or 3 feet in width as measured from the edge of the Utility Pole or Licensee Pole, and any subsequent Modifications to said pole.

6.8.3. *Ground Equipment.* Any Ground Equipment shall be no more than 3 feet in height, 3.5 feet in width, and 2 feet in depth and not total more than 21 cubic feet, excluding any concrete pad that is at grade or no more than one inch above grade. Licensee shall be allowed an additional cabinet for emergency battery back-up power that will not be counted towards the dimension requirements previously stated in this paragraph, provided the battery back-up power cabinet does not exceed 2 feet in height, 2 feet in width, and 21 inches in depth.

6.9. TREE MAINTENANCE

Licensee, its contractors, and agents shall obtain written permission from the ARA Director before trimming trees hanging over its Licensee Poles to prevent branches of such trees from contacting attached Wireless Facilities or the Licensee Poles. When directed by the ARA Director, Licensee shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from Licensee's actions under this section.

6.10. SIGNAGE

6.10.1. Licensee shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Wireless Facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the ARA Director.

6.10.2. Except as required by Laws or by the Utility Pole owner, Licensee shall not post any other signage or advertising on the Wireless Facilities, Licensee Pole, or Utility Pole.

6.11. OVERHEAD LINES PROHIBITED

In Underground Utility Districts, Licensee shall neither allow nor install overhead lines connecting to Licensee Poles. All overhead lines connecting to the Licensee Pole in Licensed Locations where other overhead telecommunications or utility lines are or planned to be buried below ground as part of a project shall be buried below ground.

6.12. REPAIR

Whenever the installation, placement, attachment, repair, Modification, removal, operation, use, or relocation of the Wireless Facility, Licensee Pole, or any portion thereof is required or permitted under this Agreement, and such installation, placement, attachment, repair, Modification, removal, operation, use, or relocation causes any property of the City to be

damaged or to have been altered in such a manner as to make it unusable, unsafe, or in violation of any Laws, Licensee, at its sole cost and expense, shall promptly repair and return such property to its original condition. If Licensee does not repair such property or perform such work as described in this paragraph, then the City shall have the option, upon 15 days' prior written notice to Licensee or immediately if there is an imminent danger to the public, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the reasonable and actual costs incurred by the City. Licensee shall reimburse the City for the costs in accordance with Article 5.8 of this Agreement.

6.13. GRAFFITI ABATEMENT

As soon as practical, but not later than fourteen (14) days from the date Licensee receives notice thereof, Licensee shall remove all graffiti on any of its Wireless Facilities or Licensee Poles located in the Right of Way. The foregoing shall not relieve the Licensee from complying with any City graffiti or visual blight ordinance or regulation.

6.14. LICENSEE'S PERFORMANCE

Licensee shall make citizen satisfaction a priority in using the Right-of-Way under this Agreement. Licensee shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Wireless Facilities, Ground Equipment, or Licensee Poles in the Right-of-Way. Licensee's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the ARA Director's opinion, Licensee is not interacting in a positive and polite manner with citizens, he or she shall request Licensee to take all remedial steps to conform to these standards.

ARTICLE 7. INTERFERENCE WITH OPERATIONS AND COLLOCATIONS

7.1. NO LIABILITY

- 7.1.1. The City shall not be liable to Licensee for any damage caused by other Licensees with Wireless Facilities sharing the same Utility Pole.
- 7.1.2. The City shall not be liable to Licensee by reason of inconvenience, annoyance or injury to the Wireless Facility, Licensee Pole, or activities conducted by Licensee therefrom, arising from the necessity of repairing any portion of the Right-of-Way, or from the making of any necessary alteration or improvements, in, or to, any portion of the Right-of-Way, or in, or to, City's fixtures, appurtenances or equipment. The City will use reasonable efforts not to cause material interference to Licensee's operation of its Wireless Facility or Licensee Pole.

7.2. NO INTERFERENCE

7.2.1. Licensee's Wireless Facilities must not cause harmful interference to the City's radio frequency, wireless network, or communications operations ("City Operations) and Wireless Facilities used by other Wireless Services providers or Neutral Host Providers with permission from the City to use the Right-of-Way to provide Wireless Services ("Protected Equipment"). If Licensee's Wireless Facilities interfere with the City's Operations, then Licensee shall promptly cease operation of the Wireless Facilities causing said interference upon receiving notice from the City and refrain from operating, except for intermittent testing to be coordinated with the City Engineer as part of the remedial process, until Licensee has eliminated the interference. If, after notice, Licensee continues to operate Wireless Facilities that cause interference with the City Operations, such Wireless Facilities may be deemed unauthorized and subject to the provisions of Section 3.4 of this Agreement.

If Licensee's Wireless Facilities interfere with Protected Equipment, then Licensee shall take steps necessary to correct and eliminate such interference within 24 hours of receipt of notice from the City. If the Licensee is unable to resolve the interference issue within this time frame, it will voluntarily power down the Wireless Facilities causing the interference, except for intermittent testing until such time as the interference is remedied.

7.2.2. Following installation or Modification of a Wireless Facility, the City Engineer may require Licensee to test the Wireless Facility's radio frequency and other functions to confirm it does not interfere with the City's Operations or Protected Equipment.

7.2.3. The City will include in any agreement or otherwise obligate other Wireless Services providers or Neutral Host Providers with permission from the City to use the Right-of-Way to provide Wireless Services to comply with the provisions of Section 7.2.1 and 7.2.2 of this Agreement to avoid, correct, and/or eliminate harmful interference with Licensee's Wireless Facilities.

ARTICLE 8. ABANDONMENT, RELOCATION AND REMOVAL

8.1. ABANDONMENT OF OBSOLETE WIRELESS FACILITIES AND LICENSEE POLES

Licensee shall remove Wireless Facilities or Licensee Poles when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Licensee Pole or Wireless Facility being Abandoned or within 90 days of receipt of written notice from the City. When Licensee removes or Abandons permanent structures in the Right-of-Way, the Licensee shall notify the City Engineer and ARA Director in writing of such removal or Abandonment and shall

file with the City Engineer and ARA Director the location and description of each Wireless Facility or Licensee Pole removed or Abandoned. The City Engineer may require the Licensee to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

8.2. REMOVAL REQUIRED BY CITY

8.2.1. Licensee shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Wireless Facility or Licensee Pole within the time frame and in the manner required by the City Engineer if the City Engineer reasonably determines that the disconnection, removal, or relocation of any part of a Wireless Facility or Licensee Pole (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Wireless Facility, Licensee Pole, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Licensee fails to obtain all applicable licenses, Permits, and certifications required by Law for its Wireless Facility, Licensee Pole, or use of any Licensed Location under this Agreement. If the City Engineer reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Wireless Facilities or Licensee Pole at the Licensee's sole cost and expense.

8.2.2. The City Engineer shall provide 90 days written notice to the Licensee before removing a Wireless Facility or Licensee Pole under this Section 8.2, unless there is imminent danger to the public health, safety, and welfare.

8.2.3. Licensee shall reimburse City for the City's actual cost of removal of its Wireless Facilities or Licensee Poles in accordance with this Agreement within 30 days of receiving the invoice from the City.

8.3. REMOVAL OR RELOCATION BY LICENSEE

8.3.1. If the Licensee removes or relocates a Wireless Facility or Licensee Pole at its own discretion, it shall notify the City Engineer and ARA Director in writing not less than 10 business days prior to removal or relocation. Licensee shall obtain all Permits required for relocation or removal of its Wireless Facility or Licensee Pole prior to relocation or removal.

8.3.2. Except as provided in Section 5.10, the City shall not issue any refunds for any amounts paid by Licensee for Wireless Facilities or Licensee Poles that have been removed.

8.4. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT

8.4.1. Licensee understands and acknowledges that the City may require Licensee to remove or relocate its Wireless Facility, Licensee Pole, or any portion thereof from the Right-of-Way, and Licensee shall, at the City Engineer's direction, remove or relocate the same at Licensee's sole cost and expense, whenever the

City Engineer or PWE Director reasonably determines that the relocation or removal is needed for any of the following purposes:

- 8.4.1.1. Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project.
- 8.4.1.2. Required for the creation of an Underground Utility District.
- 8.4.2. In any such case, the City shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location, if available.
- 8.4.3. If Licensee fails to remove or relocate the Wireless Facility, Licensee Pole, or portion thereof as requested by the City Engineer within 90 days of Licensee's receipt of the request, then the City shall be entitled to remove the Wireless Facility, Licensee Pole, or portion thereof at Licensee's sole cost and expense, without further notice to Licensee, and Licensee shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Wireless Facility, Licensee Pole, or portion thereof.

8.5. REMOVAL REQUIRED AFTER TERMINATION OR EXPIRATION OF LICENSE

Within 30 days after termination or expiration of this Agreement, Licensee shall commence removal of all of Licensee's Wireless Facilities and Licensee Poles from the Right-of-Way and peaceably surrender the Licensed Location to City in the same condition the Right-of-Way was in on the date the Permit was granted for that Licensed Location, excepting ordinary wear and tear. Removal of all the Licensee's Wireless Facilities and Licensee Poles under this section must be completed within 180 days. If Licensee fails to begin removal of the Wireless Facilities or Licensee Poles on or before the 30th day after the Agreement expires or terminates or fails to complete removal within 180 days, the City may remove, store, or dispose of any remaining portion of the Wireless Facilities or Licensee Poles in any manner the City Engineer deems appropriate. Licensee shall, within 30 days after receipt of the City's written request and invoice, reimburse the City for all costs incurred by the City in connection therewith (including any reasonable overhead and storage expenses).

8.6. REMOVAL REQUIRED AFTER REVOCATION

Within 30 days after the date of the notice of revocation of a Licensed Location, Licensee shall commence removal of the Wireless Facility or Licensee Pole from the Right-of-Way and peaceably surrender the Licensed Location to City in the same condition the Right-of-Way was in on the date the Permit was granted for that Licensed Location, excepting ordinary wear and tear. If Licensee fails to complete removal within 90 days, the City may remove, store, or dispose of any remaining portion of the Wireless Facilities or Licensee Poles in any manner the City Engineer deems appropriate. Licensee shall, within 30 days after receipt of the City's written request and invoice, reimburse the City for all costs incurred by the City in connection therewith (including any reasonable overhead and storage expenses).

8.7. OWNERSHIP

The City agrees that no part of a Wireless Facility or Licensee Pole constructed, Modified, or erected or placed on the Right-of-Way by Licensee will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Wireless Facility or Licensee Pole constructed, modified, erected, or placed by Licensee on the Right-of-Way will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term.

8.8. RESTORATION

Licensee shall repair any damage to the Right-of-Way, and the property of any third party resulting from Licensee's removal or relocation activities (or any other of Licensee's activities hereunder) within 10 days following the date of such removal or relocation, at Licensee's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Licensee was granted a Permit for the applicable Licensed Location, including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the ARA Director.

8.9. LICENSEE RESPONSIBLE

Licensee shall be responsible and liable for the acts and omissions of Licensee's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sublicensees, sublessees, and subcontractors in connection with the performance of this Agreement, as if such acts or omissions were Licensee's acts or omissions.

8.10. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE

The City has appropriated \$0 under this Agreement to pay for the cost of any removal or storage of Wireless Facilities or Licensee Pole, as authorized under this Article, and no other funds are allocated in connection with the performance of this Agreement.

ARTICLE 9. ADDITIONAL REQUIREMENTS

9.1. NON-DISCRIMINATION

Licensee shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the City Code, now or hereafter in effect.

9.2. DRUG POLICY

- 9.2.1. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Licensee's employees, contractors, subcontractors, sublicensees, or vendors while on City Premises is prohibited. Licensee shall comply with all

the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

9.2.2. Before the Licensee signs this Agreement, Licensee shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) A copy of its drug-free workplace policy,
- (b) The Drug Policy Compliance Agreement substantially in the form set forth in Exhibit F together with a written designation of all safety impact positions, and
- (c) If applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit G.

If Licensee files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the Term of this Agreement, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit H. Licensee shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of each 6-month period of installation or removal and within 30 days of expiration of this Agreement. The first 6-month period begins on the first day Licensee begins work under this Agreement.

9.2.3. Licensee also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Licensee's employee work force.

9.2.4. Licensee shall require that its contractors or subcontractors comply with the Executive Order, and Licensee shall secure and maintain the required documents for City inspection.

9.3. ENVIRONMENTAL LAWS

Licensee shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations applicable to Licensee's use of any Licensed Location under this Agreement ("Environmental Laws"). Licensee shall promptly reimburse the City for any fines or penalties levied against the City because of Licensee's failure to comply with Environmental Laws.

Licensee shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in compliance with the Environmental Laws. "Hazardous Materials" mean any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Licensee and its lessees, if any, shall not deposit oil, gasoline, grease, lubricants, or any ignitable or hazardous liquids, materials, or

substances in the City's storm sewer system or sanitary sewer system or elsewhere on Licensed Locations in violation of the Environmental Laws. Except for its contractors, subcontractors, and vendors, Licensee will not have any responsibility for managing, monitoring, or abating, nor be the owner of, nor have any liability for, any Hazardous Materials that it did not bring into the Licensed Locations.

ARTICLE 10. SECURITY

Within 30 days of the execution of this Agreement, Licensee shall maintain and furnish to the ARA Director a Security in favor of the City. "Security" means either an executed performance bond, letter of credit, or a bank or cashier's check made payable to the City, or other form of security acceptable to the ARA Director for the purpose of protecting the City from the costs and expenses associated with Licensee's failure to comply with its material obligations under and throughout the life of this Agreement, including but not limited to, (a) the City's restoration of the Right-of-Way; (b) the City's removal of any of Licensee's Wireless Facilities or Licensee Poles that are Abandoned or not properly maintained or that need to be removed to protect public health, safety, welfare, or City property; (c) the City's remediation of environmental and hazardous waste issues caused by Licensee; or (d) the City's recoupment of Rental Fees that have not been paid by Licensee in over 12 months, after Licensee receives reasonable notice from the City of any of the non-compliance listed above and opportunity to cure.

The amount of the Security shall be determined by mutual agreement by the Licensee and ARA Director in writing, provided that in no event shall the Security be less than (a) \$25,000 for the installation of any and all Wireless Facilities and (b) \$100,000 for the installation of any and all Licensee Poles.

The Bond, if any, must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. An example of a City approved bond has been provided in Exhibit E. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability up to \$100,000.00, by a reinsurer listed on the U.S. Treasury list.

In the event the surety or party issuing the Security cancels or decides not to renew or extend the Security, Licensee shall obtain, and provide to the City Attorney for approval, a replacement Security with another surety, authorized to do business in Texas, within 30 days of the date the Security has been cancelled or non-renewed. If Licensee fails to provide the replacement Security within the 30-day period, the ARA Director, after consulting with the City Attorney, may immediately suspend Licensee from any further performance under this Agreement and begin procedures to terminate for default pursuant to the terms of Section 12.3.

In the event that the City draws upon the Security, Licensee must replenish the amount of the Security within 30 days. Notwithstanding any provisions of this Agreement to the contrary, the ARA Director shall be required to notify Licensee in writing as a precondition to drawing on, seeking payment under, or executing against the Security.

In the event that Licensee shall fully and faithfully comply with all of the terms of this Agreement, the City shall return the Security to Licensee within 60 days of the Agreement's expiration or termination, to the extent not otherwise applied in compliance with this Agreement.

ARTICLE 11. RELEASE, INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE

11.1. RELEASE AND LIMITATION AND LIABILITY

LICENSEE AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

NEITHER LICENSEE NOR CITY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT. THIS SECTION WILL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

11.2. INDEMNIFICATION

11.2.1. LICENSEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY" AND "INDEMNIFICATION") THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY PARTIES") FOR ALL THIRD-PARTY CLAIMS, SUITS, DAMAGES, LIABILITIES, FINES, AND EXPENSES INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS (COLLECTIVELY "LOSSES") FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH LICENSEE'S USE OR OPERATION OF ANY WIRELESS FACILITY, LICENSEE POLE, OR UTILITY POLE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION THOSE CAUSED BY LICENSEE'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS' OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS.

11.2.2. LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT WILL SURVIVE FOR FOUR YEARS AFTER THE AGREEMENT EXPIRES OR TERMINATES.

11.2.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LICENSEE'S INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT IS LIMITED TO \$500,000 PER OCCURRENCE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, LICENSEE WILL NOT BE REQUIRED TO INDEMNIFY THE CITY PARTIES FOR THE CITY PARTIES' ACTS OR OMISSIONS.

11.2.4. SUBCONTRACTORS' AND SUBLICENSEES' INDEMNIFICATION: LICENSEE SHALL REQUIRE ALL OF ITS SUBCONTRACTORS AND SUBLICENSEES (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY AS SET FORTH IN THIS AGREEMENT.

11.3 INDEMNIFICATION PROCEDURES

11.3.1. The following procedures shall apply to indemnification under this Agreement:

11.3.1.1. Notice of Claims. If the City receives notice of any claim or circumstances that could give rise to Losses, the City shall give written notice to the other party within 10 days. The notice must include the following:

- 11.3.1.1.1 A description of the indemnification event in reasonable detail;
- 11.3.1.1.2. The basis on which indemnification may be due; and
- 11.3.1.1.3. The anticipated amount of Losses.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of Losses than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Licensee is prejudiced, suffers loss, or incurs expense because of the delay.

11.3.2. Defense of Claims. The Licensee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Licensee shall then control the investigation, defense, and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Licensee must advise the City as to whether or not it will defend the claim. If the Licensee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute Losses.

11.3.1. Continued Participation. If the Licensee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement

negotiations. The City will provide the Licensee with reasonable information and assistance related to such claim. The Licensee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Licensee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

11.4. INSURANCE

11.4.1. The Licensee shall maintain certain insurance and endorsements in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance is described as follows:

11.4.1.1. **Risks and Limits of Liability.** The Licensee shall maintain the following coverage and limits of liability:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by Accident \$1,000,000 (each accident)
	Bodily Injury by Disease \$1,000,000 (policy limit)
	Bodily Injury by Disease \$1,000,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Bodily Injury and Property Damage; Products and Completed Operations Coverage; Explosion, Collapse, and Underground	Combined Limits of \$2,000,000 per occurrence and \$2,000,000 aggregate or Combined Limits of \$1,000,000 per occurrence and \$1,000,000 aggregate plus \$1,000,000 in excess liability coverage for commercial general liability and automobile liability.
Automobile Liability	\$2,000,000 combined single limit for each accident for bodily injury and property damage coverage for all owned, hired, and non-owned Autos or \$1,000,000 combined single limit for each accident for bodily injury and property damage coverage for all owned, hired, and non-owned Autos plus \$1,000,000 excess liability coverage for Commercial General Liability and Automobile Liability
Aggregate limits are per 12-month policy period, unless otherwise indicated.	

- 11.4.1.2. **Form of Policies.** The insurance may be in one or more policies of insurance, which must be reasonably approved by the ARA Director and City Attorney; however such approval shall never excuse non-compliance with the terms of this Section nor shall it be unreasonably withheld.
- 11.4.1.3. **Issuers of Policies.** The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.
- 11.4.1.4. **Additional Insured Parties.** The City and its officers, agents, and employees shall be included as additional insured as their interest may appear under this Agreement on the above commercial general liability and automobile liability policies.
- 11.4.1.5. **Deductibles.** Licensee shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 11.4.1.6. **Cancellation.** Upon receipt of notice from its insurer, Licensee shall provide the ARA Director 30 days' advance written notice of any cancellation. Within the 30 day period, Licensee shall procure other suitable policies in lieu of those about to be canceled or non-renewed so as to maintain in effect the required coverage. If Licensee does not comply with this requirement, the ARA Director, at his or her sole discretion, may immediately suspend Licensee from any further performance under this Agreement and begin procedures to terminate for default pursuant to the terms of Section 12.3.
- 11.4.1.7. **Subrogation.** Licensee waives any claim or right of subrogation to recover against the City, its officers, agents, or employees and each of Licensee's insurance policies must on its face or by endorsement state that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- 11.4.1.8. **Endorsement of Primary Insurance.** Each policy, except Workers' Compensation, shall be primary and non-contributory in regards to any insurance or program of self-insurance maintained by the City.
- 11.4.1.9. **Liability for Premium.** Licensee shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

11.4.1.10. **Subcontractors.** Licensee shall require all subcontractors to obtain and maintain substantially the same insurance as required of Licensee.

11.4.2. **Certificates of Insurance.** At the time this Agreement is signed and as long as this Agreement continues, Licensee must furnish to the ARA Director certificates of insurance, including any blanket additional insured endorsements that meet the requirements of this Agreement. These certificates must bear the Licensee's name in which it is insured. Licensee shall provide updated certificates of insurance to the ARA Director upon request. Every certificate of insurance Licensee delivers shall:

11.4.2.1. Evidence coverage in effect for a twelve (12) month period;

11.4.2.2. Include the company name and address, policy number, NAIC number or AMB number, and authorized signature;

11.4.2.3. Include the name and reference numbers and indicate the name and address of the project manager or authorized contact person in the Certificate Holder Box; and be appropriately marked to accurately identify all coverages and limits of the policy;

11.4.2.4. Be appropriately marked to accurately identify:

11.4.2.4.1. All coverage and limits required under this Agreement;

11.4.2.4.2. Effective and expiration dates; and

11.4.2.4.3. Waivers of subrogation, endorsement of primary insurance and additional insured language, as described above.

11.4.2.5. Licensees shall, upon the City's request, deliver an assurance letter from Licensee's insurer stating that the insurer intends to issue Licensee a new policy that meets the terms of this Article.

ARTICLE 12. TERM AND TERMINATION

12.1. TERM

12.1.1. This Agreement is effective on the Effective Date and unless sooner terminated under other provisions of this Agreement, will remain in effect until December 31, 2025 ("Initial Term").

12.2. RENEWALS

Upon expiration of the Initial Term, this Agreement will automatically renew for up to two (2) successive five (5) year terms (each a "Renewal Term") on the same terms and conditions, unless either the City or Licensee chooses not to renew. If either the City or Licensee chooses not to renew this Agreement, the ARA Director shall notify the Licensee or the Licensee shall notify the ARA Director of non-renewal at least 90 days before the expiration of the then-current term.

12.3. TERMINATION FOR CAUSE BY CITY

12.3.1. If Licensee defaults under this Agreement, the City may terminate this Agreement subject to Licensee's ability to cure such defaults below. The City's right to terminate this Agreement for Licensee's default is cumulative of all its rights and remedies which exist now or in the future. Default by Licensee includes, but is not limited to:

12.3.1.1. Failure of the Licensee to comply with any material term of this Agreement;

12.3.1.2. Licensee becomes insolvent.

12.3.1.3. The Licensee's failure to obtain all licenses, Permits, and certification required by the City under this Agreement (to the extent not unreasonably withheld by the City) and pay all fees associated therewith after the City has notified the Licensee that licenses, Permits, and certifications must be obtained to work in the Right-of-Way;

12.3.1.4. All or a substantial part of Licensee's assets are assigned for the benefit of its creditors;

12.3.1.5. A receiver or trustee is appointed for Licensee; or

12.4.1.6. Licensee fails to install any Wireless Facilities or Licensee Poles in the Right-of-Way within 1 year of the Effective Date.

12.3.2. If a default occurs, the ARA Director shall deliver a written notice to Licensee describing the default and the proposed termination date. If the ARA Director sends a default notice, the Licensee shall have 60 days from the receipt of such notice to cure the default (unless the nature of the event takes longer to cure and the Licensee commences a cure within such 60 day period and thereafter diligently pursues it but will not exceed 180 days unless agreed to by the ARA Director which agreement will not be unreasonably withheld). If Licensee cures the default before the proposed termination date, the proposed termination is ineffective.

- 12.3.3. If the default is not cured in the time and manner set out above or by the ARA Director then the ARA Director may immediately terminate this Agreement by notifying Licensee in writing of such termination. After receiving the notice, Licensee shall, immediately cease operations and remove Wireless Facilities and Licensee Poles from the Right-of-Way in accordance with Section 8.5 of this Agreement, and any payment due shall be remitted by Licensee within 30 days of the receipt of the notice to the address in the Section 1.1 of this Agreement.

12.4. TERMINATION BY LICENSEE

- 12.4.1. The Licensee may terminate this Agreement or any one Licensed Location at any time by giving 30 days advance written notice to the ARA Director.
- 12.4.2. If the Licensee does not remove all Wireless Facilities and Licensee Poles from the Right-of-Way within the time period required by Section 8.5 of this Agreement, the Wireless Facilities and Licensee Poles shall be deemed to be in a Hold Over Period subject to the payment obligations in Section 12.5 and Article 5 of this Agreement.

12.5. HOLDING OVER

If Licensee's Wireless Facilities or Licensee Poles continue to occupy the Right-of-Way after termination or expiration of this Agreement, as extended, such occupancy shall not be deemed to be a renewal or extension of this Agreement, but shall be a month to month use of the Right-of-Way (known as the "Hold Over Period") provided Licensee (a) pays the Hold Over Period fee and other payments required in Article 5 of this Agreement and (b) continues to comply with this Agreement.

ARTICLE 13. TRANSFER OF AUTHORITY

13.1. ASSIGNMENT

- 13.1.1. Licensee may not assign, delegate, transfer, or sell all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of the ARA Director, which consent will not be unreasonably withheld. No assignment in law or otherwise shall be effective until the assignee has filed with the ARA Director an instrument, duly executed, reciting the fact of such assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Agreement for the purposes of this Article.
- 13.1.2. This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in this Article. This Agreement

does not create any personal liability on the part of any officer or agent of the City or Licensee.

- 13.1.3. Notwithstanding anything to the contrary contained in this Agreement, Licensee will, whenever in its sole discretion it is required or appropriate for the operation of its business, have the right, without notice to or consent of City, ARA Director, or any other party, to assign all or any portion of its rights under this Agreement in whole or in part, to (a) any Affiliates as long as such entity has expertise in the operation of Wireless Facilities, Licensee Poles, or provision of Wireless Services; (b) any entity with which the Licensee or an Affiliate of the Licensee shares joint ownership of the Wireless Facilities or Licensee Poles; or (c) any entity that is a holder of a then-current Agreement. The Licensee shall give written notice to the ARA Director within thirty (30) days of such assignment.

13.2. BUSINESS STRUCTURE AND ASSIGNMENTS

Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Licensee shall immediately furnish to the ARA Director with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee.

ARTICLE 14. RECORDS AND AUDITS

14.1. RECORDS

- 14.1.1. Licensee shall keep complete and accurate GIS location information, maps, plans, equipment inventories, and other records related to Licensee's Wireless Facilities and Licensee Poles in Licensed Locations.
- 14.1.2. The ARA Director or City Engineer may at any time examine, review, or verify the records described in 14.1.1.

14.2. INSPECTIONS AND AUDITS

- 14.2.1. City representatives shall have the right to perform, or to have performed, (1) inspections or audits of the records described in 14.1.1 and (2) inspections of all places in the Right-of-Way where work is undertaken in connection with this Agreement. Licensee shall keep its books and records available for this purpose for at least four years after this Agreement terminates or expires. The inspection or audit may be performed by City staff or third-party representatives engaged by the City. This provision does not affect the applicable statute of limitations.
- 14.2.2. In addition to other records or filings required hereunder or by law, the Licensee shall maintain and provide access to a current map by either paper

or electronic means, upon request by the ARA Director or City Engineer, showing the approximate locations of the Wireless Facilities and Licensee Poles in the Right-of- Way.

- 14.2.3. The ARA Director may reasonably require the keeping of additional records or accounts reasonably necessary to determine the Licensee's compliance with the terms of this Agreement.

14.3. CONFIDENTIAL INFORMATION

The ARA Director shall not disclose any confidential information reproduced for documentation of audit issues unless required by law. If the City receives a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"), the City shall comply with the requirements for handling third party information under the Act, including notifying the Licensee that a request to review or copy confidential information has been submitted to the City. Confidential information deemed subject to disclosure under the Act by the Attorney General of the State of Texas shall be disclosed.

ARTICLE 15. MISCELLANEOUS

15.1. FORCE MAJEURE

Other than the Licensee's failure to pay amounts due and payable under this Agreement, the Licensee shall not be in default or subject to sanction under any provision of this Agreement when its performance is prevented by Force Majeure. Force Majeure means an event caused by epidemic; act of God; fire, flood, hurricanes, tornadoes, or other natural disasters; explosions; terrorist acts against the City or Licensee; act of military or superior governmental authority that Licensee is unable to prevent by exercise of reasonable diligence; war; riots; or civil disorder; provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Licensee. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Performance is not excused under this section following the end of the applicable event of Force Majeure. Force Majeure does not entitle Licensee to reimbursement of payments.

This relief is not applicable unless the affected party does the following:

- 15.1.1. Uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- 15.1.2. Provides the other party with prompt written notice of the cause and its anticipated effect.

The ARA Director will review claims that a Force Majeure that directly impacts the City or Licensee has occurred and render a written decision within 14 days. The decision of the ARA Director is final.

Licensee is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Licensee shall employ only fully trained and qualified personnel during a strike.

15.2. DISPUTE RESOLUTION

- 15.2.1. In the event of a dispute between the Parties that arises during the Term of this Agreement, the Parties shall attempt to expeditiously and amicably resolve any dispute through good faith discussions in the ordinary course of business at the level at which the dispute originates.
- 15.2.2. If the Parties are not able to resolve the dispute in the ordinary course of business, the ARA Director and representatives of other City departments that are involved in the dispute will meet with Licensee's authorized representative in an attempt to resolve the dispute.
- 15.2.3. If the Parties are unable to resolve the dispute pursuant to Article 15.2.2 of this Agreement and if either of the Parties intends to file suit, the Parties shall agree to first refer the matter to mediation before a mutually-agreed upon neutral, third-party mediator and to diligently pursue a mediated settlement. If within thirty (30) days of the request to mediate, the Parties cannot agree on a mediator, the mediator selected by the City shall be the default mediator. Mediation shall begin within thirty (30) days of choosing a mediator, unless the Parties otherwise agree, in writing, to a later date.
 - 15.2.3.1. The Parties shall initiate mediation by providing written notice to the other Party stating a desire to mediate the dispute and describing the disputed issues.
 - 15.2.3.2. Mediation shall occur in Houston, Texas and each party shall bear its own costs incurred in connection with the mediation, including traveling expenses. The parties shall equally share the costs of the mediator's fees.
 - 15.2.3.3. The resolution of any dispute during mediation will be in writing and made available to both Parties by the mediator.
 - 15.2.3.4. If a party receiving a mediation request refuses to mediate, participate in selecting a mediator, or attend mediation, this dispute resolution provision will be deemed to have been fulfilled by the aggrieved party and the aggrieved party is permitted to pursue any other remedies it may have.

- 15.2.4. Except in emergencies, no lawsuit under or related to this Agreement by one party against the other may be filed until mediation of the issue has ended as determined by the mediator or has ended in accordance with section 15.2.3.4. Before initiating litigation, either party shall notify the other party of its intent to sue.
- 15.2.5. This section does not apply to disputes that involve a question of law.
- 15.2.6. Notwithstanding the existence of any dispute between the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction or unless this Agreement terminates or expires under the terms provided herein.

15.3. ACCEPTANCE AND APPROVAL; CONSENT

An approval by the ARA Director, PWE Director, Parks Director, the City Engineer, or any other instrumentality of City, of any part of the Licensee's performance shall not be construed to waive compliance with this Agreement or to establish a standard of performance other than required or permitted by this Agreement or by law. Where this Agreement contains a provision that either party approve or consent to any action of the other party, such approval or consent shall not be unreasonably withheld or delayed. Except as provided for in this Agreement, the ARA Director, PWE Director, Parks Director, or City Engineer are not authorized to vary the terms of this Agreement.

15.4. REPRESENTATIONS AND WARRANTIES

In addition to the representations, warranties, and covenants of the Licensee to the City set forth elsewhere herein, the Licensee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Agreement:

- 15.4.1. *Organization, Standing and Power.* The Licensee is a Neutral Host Provider or Wireless Services provider duly organized, validly existing and in good standing under the laws of the state of its organization and is duly authorized to do business in the State of Texas and in the City. The Licensee has all requisite power and authority to own or lease its properties and assets, subject to the terms of this Agreement, to conduct its businesses as currently conducted and to execute, deliver and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby.
- 15.4.2. *Truthful Statements.* The Licensee warrants, to the best of its knowledge and belief, that information provided and statements made in connection with its

application for this Agreement were true and correct when made and are true and correct upon execution hereof.

- 15.4.3. *Condition of Right-of-Way.* Licensee accepts the Right-of-Way where Wireless Facilities and Licensee Poles are authorized to be located “**AS IS**”, without any express or implied warranties of any kind.

15.5. STATEMENT OF ACCEPTANCE

Licensee and City, for themselves, their successors and assigns, hereby accept and agrees to be bound by all terms, conditions and provisions of this Agreement.

15.6. RELATIONSHIP OF THE PARTIES

Licensee shall be responsible and liable for its contractors, subcontractors, and sublicensees. The City has no control or supervisory powers over the manner or method of Licensees’ contractors’ and subcontractors’ performance under this Agreement. All personnel Licensee uses or provides are its employees, contractors, or subcontractors and not the City’s employees, agents, or subcontractors for any purpose whatsoever.

15.7. SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

15.8. ENTIRE AGREEMENT

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

15.9. WRITTEN AMENDMENT

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Licensee. The ARA Director, PWE Director, Parks Director, and City Engineer are only authorized to perform the functions specifically delegated to each of them in this Agreement.

15.10. APPLICABLE LAWS AND VENUE

- 15.10.1. This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction (collectively “Law”), including any lawful court or administrative decisions, judgments or orders that have been fully and finally adjudicated, including any appeals of such decisions judgments, or orders (“Decisions”). If any material

provision of this Agreement is superseded or affected by Law, then the Parties shall negotiate in good faith to revise this Agreement. If a Decision is rendered interpreting or relating to Chapter 283 of the Texas Local Government Code or any other Law, or if any Law is enacted or amended, in each case resulting in or making available a lesser fee than that which is required pursuant to this Agreement (or would be required if this Agreement were with any Other Party or similar person), or if the City enters into an agreement with any Other Party or similar person granting permission to use the Right-of-Way for purposes similar to those described herein for a fee that is less than the fee required pursuant to this Agreement, then in lieu of the fees provided in this Agreement, the Licensee automatically shall be subject to the fees determined pursuant to that Decision or Law or agreed upon in such agreement, and the fee provision in this Agreement shall be automatically and without further action of the Parties amended accordingly.

- 15.10.2. Subject to the Parties' obligation to submit to the dispute resolution process or mediation as described in this Agreement, Licensee shall submit any and all litigation and legal proceedings between any of them and the City to the exclusive jurisdiction of the state or federal courts in the State of Texas and waive any objections or right as to forum non conveniens, lack of personal jurisdiction, or similar grounds. Venue for any litigation relating to this Agreement is Harris County, Texas.
- 15.10.3. Licensee and City agree that neither Party shall initiate nor intervene as a party in any legal action against the other party to challenge the terms and the validity of this Agreement under Chapter 283 of the Texas Local Government Code.

15.11 NOTICES

- 15.11.1. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article I, Section 1.1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.
- 15.11.2. Licensee shall address a copy to the City Engineer at the address set out in Article I, Section 1.1 of all notices pertaining to Article 6 and 8 and other notices to the City Engineer required under this Agreement.

15.12. CAPTIONS

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

15.13. NON-WAIVER

If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

15.14. ENFORCEMENT

The City Attorney may enforce all legal rights and obligations under this Agreement without further authorization. Licensee shall provide to the City Attorney all documents and records pertaining to this Agreement that the City Attorney requests to assist in determining Licensee's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

15.15. AMBIGUITIES

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

15.16. SURVIVAL

Licensee and the City shall remain obligated to the other Party under all provisions of this Agreement that expressly or by their nature extend beyond the termination or expiration of this Agreement, including, but not limited to, the provisions regarding warranty, indemnification and confidentiality.

All representations and warranties contained in this Agreement shall survive the term of the Agreement.

15.17. PUBLICITY

Licensee shall make no public announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the ARA Director. However, nothing herein shall preclude Licensee from listing City on its routine client list for matters of reference.

15.18. PARTIES IN INTEREST

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Licensee only.

15.19. REMEDIES CUMULATIVE

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

15.20. LICENSEE DEBT

LICENSEE SHALL COMPLY WITH ARTICLE VIII OF CHAPTER 15 OF THE CITY CODE OF ORDINANCES, AS AMENDED FROM TIME TO TIME. IF CITY CONTROLLER BECOMES AWARE THAT LICENSEE OWES ANY DELINQUENT SUM OF MONEY IN AN AMOUNT GREATER THAN \$100.00 TO THE CITY OR ANY RELATED ENTITY FOR AD VALOREM TAXES ON REAL OR PERSONAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY ("DEBT"), IT SHALL NOTIFY LICENSEE IN WRITING. IF LICENSEE DOES NOT PAY THE DEBT WITHIN 30 DAYS OF SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO LICENSEE UNDER THIS AGREEMENT.

Exhibit A

Licensed Locations (Representative Sample)

Licensee	Nearest Street Address	GIS or GPS Coordinates

Exhibit B

Approved Wireless Facilities and Equipment List

Exhibit C

Application for Location Review (Representative Sample)

Office of the City Engineer

Required under the License Agreement for Wireless Facilities and Licensee Poles
Please Note: Submittal of false information will result in invalidation of the application.

Please read the following information before proceeding

- Field Marks with “*” are required.
- Any Application submitted by anyone other than the property owner must be accompanied by the Application Authorization Form that designates the applicant as an “authorized representative”
- The specified number of sheets must be accurate or the application may not be accepted.

Application

Request Location for (Please check all boxes that apply for the location):

☐ Wireless Facility

☐ Licensee Pole

☐ Ground Level Wireless Facility

Number of Sheets _____

Applicant/Engineer Information

Firm License/Type

Mailing Address

City

State

Zip

Contact

Phone Number

Email Address

Facsimile Number

Engineer of Record

Phone Number

Email Address

Owner Information

Entity Name Type Individual ☐

Corporation or Firm ☐

Applicant is Owner ☐

Last, First Middle Name

Mailing Address

Name

Unit

City

State

Zip

Contact

Phone Number

Email Address

Facsimile Number

Requested Location

GIS coordinates

Street Number (provide closest number)

Address

Zip Code

Is the requested location within 300 feet of a historic district?

Yes ☐

No ☐

Is the requested location within 1000 feet of another pole?

Yes ☐

No ☐

Is the requested location in an Underground Utility District?

Yes ☐

No ☐

Dimensions in feet	height	circumference	
Number of Wireless Facilities			
Wireless Facility Owner(s)			
Dimensions of Wireless Facilities	height	width	depth
Attached to pole	height	width	depth
	height	width	depth
Backhaul Type and Provider			
Ground Level Wireless Facility or Equipment	Yes	No	
FCC License # (if any)			

Wireless Facilities Attached to Pole

Number of Wireless Facilities			
Dimensions of Wireless Facilities	height	width	depth
Attached to pole	Height	width	depth
	Height	width	depth
Number of Existing Facilities on Pole			
Dimensions	Height	Width	Depth
For extensions to existing Wireless facilities only:			
Total Dimensions of Wireless facilities from pole		Height	Width
Pole Owner			
Ground Level Wireless Facility or Equipment	Yes	No	
Backhaul Type and Provider			
FCC License # (if any)			

Ground Level Wireless Facilities (if applicable)

GIS coordinates			
Street Number (provide closest number)			
Address			
Zip Code			
Dimensions in feet	height	width	depth
Ground Equipment Owner			
Backhaul Type and Provider			
FCC License # (if any)			

Permission

License Agreement with the City for Use of the Right-of-Way

☐ Applicant certifies that s/he has permission from the City to use the Right-of-Way locations listed in Exhibit A of the Wireless Facilities License Agreement ("Agreement") for the purposes specified therein.

Permission to Use Utility's Property (If Applicable)

☐ If Applicant is installing, modifying, or removing Wireless Facilities from a utility pole, Applicant certifies that s/he has permission from the owner of the utility pole to install its Wireless Facilities on the utility pole located in the City's Right-of-Way. A copy of the Agreement or permission from the utility pole owner has been provided and will be attached as **Exhibit B** of this Application.

Permission to Use Wireless Facilities and Licensee Poles (If Applicable)

☐ If Applicant is installing, modifying, or removing Wireless Facilities from a Licensee Pole that it does not own, Applicant certifies that s/he has permission from the owner of the Licensee Pole to install its Wireless Facilities on the Licensee Pole located in the City's Right-of-Way. Written permission from the owner of the Licensee Pole has been provided and will be attached as **Exhibit A** of this Application.

Written Approval of Concealment Options from Management District (If Applicable)

☐ If Applicant is installing or modifying Wireless Facility or Licensee Pole in a Management District or TIRZ that has been identified as requiring concealment options under the terms of this Agreement, Applicant shall provide a copy of the approved concealment options from the Management District.

Exhibit D

Rental Fee Schedule

Licensee shall pay the City a Rental Fee either under Section 5.1.1 (Standard Fee) or Section 5.1.2 (Pre-payment and Volume Discount).

Standard Fee

5.1.1. Licensee shall pay the City annually in advance, on or before January 31 of each calendar year that is not an Initial Payment year, a Rental Fee in the amount set forth in Table 1, Standard Fee for each Licensed Location and for each additional Carrier using the Licensee Pole, if any. The amount of the initial Rental Fee for Licensed Locations with new Licensee Poles or Existing Utility Poles shall be determined based on the calendar year in which the Licensee submits the Application for Location Review. The amount of the initial Additional Carrier fee shall be determined based on the calendar year in which Licensee provides or should have provided the notice required pursuant to section 3.6 of this Agreement. For example, the Rental Fee for Applications for Location Review submitted in 2016 is (a) two thousand dollars (\$2,000) for each Licensed Location that has an existing Utility Pole and (b) two thousand and seven hundred dollars (\$2,700) for each Licensed Location with a Licensee Pole, which includes one Wireless Facility and its associated Ground Equipment at the Licensed Location, plus nine hundred dollars (\$900) for each additional Carrier using the Licensee Pole.

5.1.1.1. Within thirty (30) days after notifying the ARA Director pursuant to section 3.6 of this Agreement, Licensee shall pay the fee for additional Carrier per year in the event that more than one Carrier is using the same Licensed Location. If Licensee is a Carrier using a Licensee Pole owned by another party, then the Licensee Pole owner, and not the Carrier, shall be responsible for submitting all fees to the City for Licensee's Wireless Facilities on such Licensee Pole.

5.1.1.2. For purposes of this Section, the Ground Equipment at a Licensed Location must support the overhead Wireless Facilities at such Licensed Location.

5.1.1.3. The Rental Fee payment for the first year at any Licensed Location ("Initial Payment") is due sixty (60) days after Licensee obtains Permit(s) to install a Wireless Facility or Licensee Pole at the Licensed Location or, if the PWE Director determines in writing that no Permit is required, approval of Licensed Location. The Initial Payment shall be pro-rated monthly for the remainder of the calendar year. The Initial Payment will accrue effective the first of the month following the date Permit(s) is approved or the date the Licensed Location is approved if no Permit is required. For example, the chart below demonstrates the monthly proration for a Licensed Location that has a Utility Pole:

Permit Approval Date	If current Rental Fee for Licensed Locations with existing Utility Poles is \$2000	Payment Due Date
January 1, 2016	\$1833	March 1, 2016
February 25, 2016	\$1667	April 25, 2016
March 1, 2016	\$1500	April 30, 2016

Table 1: Standard Fee

Standard Rental Fee Schedule Per Licensed Location With:			
Year of Application Submittal	Licensee Pole	Existing Utility Pole	Fee Per Additional Carrier
2016	\$ 2,700.00	\$ 2,000.00	\$ 900.00
2017	\$ 2,754.00	\$ 2,040.00	\$ 918.00
2018	\$ 2,809.08	\$ 2,080.80	\$ 936.36
2019	\$ 2,865.26	\$ 2,122.42	\$ 955.09
2020	\$ 2,922.57	\$ 2,164.86	\$ 974.19
2021	\$ 2,981.02	\$ 2,208.16	\$ 993.67
2022	\$ 3,040.64	\$ 2,252.32	\$ 1,013.55
2023	\$ 3,101.45	\$ 2,297.37	\$ 1,033.82
2024	\$ 3,163.48	\$ 2,343.32	\$ 1,054.49
2025	\$ 3,226.75	\$ 2,390.19	\$ 1,075.58
2026	\$ 3,291.28	\$ 2,437.99	\$ 1,097.09
2027	\$ 3,357.11	\$ 2,486.75	\$ 1,119.04
2028	\$ 3,424.25	\$ 2,536.48	\$ 1,141.42
2029	\$ 3,492.74	\$ 2,587.21	\$ 1,164.25
2030	\$ 3,562.59	\$ 2,638.96	\$ 1,187.53
2031	\$ 3,633.84	\$ 2,691.74	\$ 1,211.28
2032	\$ 3,706.52	\$ 2,745.57	\$ 1,235.51
2033	\$ 3,780.65	\$ 2,800.48	\$ 1,260.22
2034	\$ 3,856.26	\$ 2,856.49	\$ 1,285.42
2035	\$ 3,933.39	\$ 2,913.62	\$ 1,311.13

5.1.2. Pre-Payment and Volume Discount

Licensee shall pay the City in advance a Rental Fee as follows:

- (a) Except as provided below, to be eligible for the Rental Fee under the Volume Discount Rental Fee Schedule as outlined in Table 3 below, Licensee shall:

- (i) commit, in writing to the ARA Director, to submitting Application(s) for Location Review for at least 200 Licensed Locations under Tier 1 (“the Volume Discount Threshold”) within a six-month period, starting from the date the first Application for Location Review is submitted to the City Engineer (e.g. the initial application with the first (or more) of the 200 Licensed Locations required for the Volume Discount Threshold); and
 - (ii) tender to the ARA Director, upon submission of the first Application for Location Review under Tier 1, the Pre-Payment amount for Tier 1 for 200 Existing Utility Poles, in accordance with Table 2, Pre-Payment Schedule.
- (b) To remain eligible for the Volume Discount Rental Fee Schedule in Table 3 below, Licensee must satisfy all of the following criteria: (i) submit the first Application for Location Review for each Tier on or before the due date for Tiers 1, 2, and 3, respectively, as set forth in Table 2, Pre-Payment Schedule, (ii) submit complete and accurate Applications for Location Review for the minimum number of Licensed Locations for Tiers 1, 2, and 3, respectively, as set forth in Table 2, Pre-Payment Schedule, and (iii) tender the Pre-Payment amount due for the next Tier within 30 days of receiving notice from the ARA Director that the Pre-Payment amount submitted for the previous Tier has been fully exhausted or is insufficient to cover the Rental Fee required for any pending Applications for Location Review. Licensee shall be required to requalify for the rates in the Volume Discount Rental Fee Schedule by submitting a new commitment for a new 200 Licensed Locations and restarting the Tier structure in Table 2, Pre-Payment Schedule as if there are zero (0) Applications for Location Review submitted and zero (0) approved Licensed Locations, if Licensee fails to comply with any one or more of the criteria in this paragraph.
- (c) The Pre-Payment.
- (i) In addition to the requirements in section 5.1.2(a), to remain eligible for the Rental Fee under the Volume Discount Rental Fee Schedule outlined in Table 3, Licensee must tender the Pre-Payment amount in accordance with Table 2, Pre-Payment Schedule.

Table 2: Pre-Payment Schedule

Tier	Minimum Number of Licensed Locations	Base Rate per Licensed Location for the Pre-Payment Deposit	Due Date to submit the first Application for Location Review	Due Date by which all Applications for Location Review must be Submitted (e.g. Applications for all of the Minimum Number of Licensed Locations)
Tier	200	Then-current rate for	Upon submission of	No later than

1		locations with Existing Utility Poles for Tier 1, determined as of the date the first Application for Location Review is submitted	the first Application for Location Review under Tier 1	180 days from the submission of the first Application for Location Review under Tier 1
Tier 2	100	Rate for Tier 2 locations with Existing Utility Poles determined as of the calendar year in which the first Application for Location Review was submitted for Tier 1	No later than 180 days from the submission date of the first Application for Location Review under Tier 1	No later than 180 days from the submission of the first Application for Location Review under Tier 2
Tier 3	100	Rate for Tier 3 locations with Existing Utility Poles for determined as of the calendar year in which the first Application for Location Review was submitted for Tier 1	No later than 180 days from the submission date of the first Application for Location Review under Tier 2	No later than 180 days from the submission of the first Application for Location Review under Tier 3
Tier 4	0	Rate for Tier 4 locations determined as of the calendar year in which first Application for Location Review was submitted for Tier 1	None required	No later than 5 years from the submission date of the first Application for Location Review under Tier 1

- (ii) The Pre-Payment shall be paid for a five (5) year period, starting on the submission date of the first Application for the Location Review for the applicable Tier. Except as provided in 5.1.2(c)(iii) the Pre-Payment is the Base Rate per Licensed Location as set forth in Table 2 multiplied by the minimum number of Licensed Locations for the applicable Tier multiplied by five (5).
- (iii) Provided Licensee submits Applications for Location Review for the minimum number of Licensed Locations required for each Tier on or before the due date by which all such applications must be submitted for Tiers 1, 2, and 3, respectively, as set forth in Table 2, Licensee is permitted to submit individual Pre-Payments in batches for at least 25 Licensed Locations for Tiers 2 and 3. If Licensee elects to submit Pre-Payments in batches for at least 25 Licensed Locations, the Pre-Payment is the Base Rate per Licensed Location multiplied by the number of Licensed Locations in each Application for Location Review for the applicable Tier multiplied by five (5).
- (iv) All Volume Discount Rental Fee payments shall be calculated per year per Licensed Location incorporating a Licensee Pole or Wireless Facility, including any Camouflaged Wireless Facility or Licensee Pole.

- (v) The Pre-Payment shall be used by the City as a credit against the Rental Fee owed by the Licensee for each Licensed Location approved by the City Engineer until the Pre-Payment is fully depleted or the remaining balance of the Pre-Payment amount is insufficient to cover the Rental Fee required for any pending Applications for Location Review. For the initial five (5) year Rental Fee payment for Tiers 1, 2, 3, and 4, the Volume Discount Rental Fee owed by Licensee for each License Location approved by the City Engineer shall be determined (a) based on the type of pole, either a Licensee Pole or an Existing Utility Pole, and (b) at the rate set forth in Table 3 for the calendar year in which the first Application for Location Review was submitted for Tier 1.

The Pre-Payment shall be non-refundable, except as provided for in paragraph 5.9, if Licensee fails to satisfy any one or more of the following criteria: (i) submit complete and accurate Applications for Location Review for all 200 proposed Licensed Locations in the Volume Discount Threshold or (ii) submit complete and accurate Applications for Location Review for the minimum number of Licensed Locations in each Tier on or before the due date to submit the first application for Location Review for each Tier, as listed in Table 2, Pre-Payment Table.

- (vi) For purposes of the Pre-Payment and Volume Discount Rental Fee Schedules in Tables 2 and 3, the Licensed Location for Ground Equipment shall be the location of the associated Wireless Facilities they are supporting.
- (d) The City shall issue written responses either approving or denying each Permit application for each approved Licensed Location within six-months from the date a complete and accurate Application for Location Review is submitted to the City Engineer. At six-month intervals, starting from the submission date of the first Application for Location Review for Tier 1, the Parties shall meet to review (i) the application and permit approval process and (ii) the City's compliance with the terms and conditions of this paragraph. If the Licensee has prepaid for any Licensed Locations and the City has failed to issue any Permits within the six-month period required by this paragraph, then Licensee shall be entitled to a refund or a credit, at Licensee's written request, which must be submitted to the ARA Director.
- (e) Notwithstanding anything to the contrary herein, if, during the Term of this Agreement, Licensee applies for at least 400 proposed Licensed Locations within any six month period, starting from the Application for Location Review date of 400 proposed Licensed Locations, Licensee shall no longer be required to commit to installing at a minimum number of Licensed Location; provided, however, to be eligible for the fees under 5.1.2, Licensee must still tender payment of the Rental Fee in advance to the City for the requisite number of Licensed Locations in the next tier in Table 2. The payment shall be equal to Base Rate per Licensed Location in effect on the date the Application for Location Review is submitted multiplied by the minimum number of Licensed Locations.

- (f) Within thirty (30) days after notifying the ARA Director pursuant to section 3.6 of this Agreement, Licensee shall pre-pay an additional fee for each Carrier for a five (5) year period starting on the date Licensee provided or should have provided the required notice pursuant to section 3.6 of this Agreement. The pre-payment for each Additional Carrier shall be the Additional Carrier fee set forth in Table 3, determined as of the calendar year in which the first Application for Location Review was submitted for Tier 1 multiplied by 5. Provided Licensee pre-pays for each additional carrier, all new carriers added pursuant to Section 3.6 on or before the anniversary of the calendar year in which the Application for Location Review was submitted for Tier 1, shall be pre-paid at that same new carrier rate. At the conclusion of any five (5) year Pre-Payment period for each additional carrier, Licensee shall pay in advance for the next five (5) year period for each new carrier ("Recurring Additional Carrier Pre-Payment"). The Rental Fee for the Recurring Additional Carrier Pre-Payment shall be based on the Additional Carrier fee set forth in Table 3 in effect in the year the Recurring Additional Carrier Pre-Payment is due. The Rental Fee for the then-due Recurring Additional Carrier Pre-Payment shall be due and payable to the ARA Director on or before thirty (30) days after the conclusion of each five (5) year Pre-Payment period for each additional carrier.

Table 3: Volume Discount Rental Fee Schedule Per Licensed Location

Pre-Paid Volume Discount Rental Fee Schedule per Licensed Location with the following structures:							
Year of Tier 1 Application Submittal	Licensee Pole	Existing Utility Pole: 1-75 (Tier 1)	Existing Utility Pole: 76-200 (Tier 1)	Existing Utility Pole: 201-300 (Tier 2)	Existing Utility Pole: 301-400 (Tier 3)	Existing Utility Pole: 401+ (Tier 4)	Fee Per Additional Carrier
2016	\$ 2,200.00	\$2,000.00	\$1,500.00	\$1,350.00	\$1,200.00	\$1,050.00	\$900.00
2017	\$ 2,244 .00	\$2,040.00	\$1,530.00	\$1,377.00	\$1,224.00	\$1,071.00	\$918.00
2018	\$ 2,288.88	\$2,080.80	\$1,560.60	\$1,404.54	\$1,248.48	\$1,092.42	\$936.36
2019	\$ 2,334.66	\$2,122.42	\$1,591.81	\$1,432.63	\$1,273.45	\$1,114.27	\$955.09
2020	\$ 2,381.35	\$2,164.86	\$1,623.65	\$1,461.28	\$1,298.92	\$1,136.55	\$974.19
2021	\$ 2,428.98	\$2,208.16	\$1,656.12	\$1,490.51	\$1,324.90	\$1,159.28	\$993.67
2022	\$ 2,477.56	\$2,252.32	\$1,689.24	\$1,520.32	\$1,351.39	\$1,182.47	\$1,013.55
2023	\$ 2,527.11	\$2,297.37	\$1,723.03	\$1,550.73	\$1,378.42	\$1,206.12	\$1,033.82
2024	\$ 2,577.65	\$2,343.32	\$1,757.49	\$1,581.74	\$1,405.99	\$1,230.24	\$1,054.49
2025	\$ 2,629.20	\$2,390.19	\$1,792.64	\$1,613.37	\$1,434.11	\$1,254.85	\$1,075.58
2026	\$ 2,681.79	\$2,437.99	\$1,828.49	\$1,645.64	\$1,462.79	\$1,279.94	\$1,097.09
2027	\$ 2,735.42	\$2,486.75	\$1,865.06	\$1,678.56	\$1,492.05	\$1,305.54	\$1,119.04
2028	\$ 2,790.13	\$2,536.48	\$1,902.36	\$1,712.13	\$1,521.89	\$1,331.65	\$1,141.42
2029	\$2,845.93	\$2,587.21	\$1,940.41	\$1,746.37	\$1,552.33	\$1,358.29	\$1,164.25
2030	\$ 2,902.85	\$2,638.96	\$1,979.22	\$1,781.30	\$1,583.37	\$1,385.45	\$1,187.53
2031	\$ 2,960.91	\$2,691.74	\$2,018.80	\$1,816.92	\$1,615.04	\$1,413.16	\$1,211.28
2032	\$ 3,020.13	\$2,745.57	\$2,059.18	\$1,853.26	\$1,647.34	\$1,441.42	\$1,235.51

2033	\$ 3,080.53	\$2,800.48	\$2,100.36	\$1,890.33	\$1,680.29	\$1,470.25	\$1,260.22
2034	\$ 3,142.14	\$2,856.49	\$2,142.37	\$1,928.13	\$1,713.90	\$1,499.66	\$1,285.42
2035	\$ 3,204.98	\$2,913.62	\$2,185.22	\$1,966.70	\$1,748.17	\$1,529.65	\$1,311.13

The example in the box below demonstrates the calculations described in this section and is intended to show how the calculations should be performed.

Example

For example, if the first Application for Location Review satisfying the Volume Discount Threshold was submitted in 2017 and all of the other contractual terms and conditions are met, the calculation for each Tier would be as follows:

The first five year pre-payment (years 2017-2022)

Tier 1, 1-75 Licensed Locations: $\$2,040 * 75 \text{ Licensed Locations} * 5 = \$765,000$
Tier 1, 76-200 Licensed Locations: $\$1,530 * 125 \text{ Licensed Locations} * 5 = \$956,250$
Tier 2, 201-300 Licensed Locations: $\$1,377 * 100 \text{ Licensed Locations} * 5 = \$688,500$
Tier 3, 301-400 Licensed Locations: $\$1,224 * 100 \text{ Licensed Locations} * 5 = \$612,000$

The Recurring Pre-Payment (years 2023-2028)

Tier 1, 1-75 Licensed Locations: $\$2,297.37 * 75 \text{ Licensed Locations} * 5 = \$861,375.75$
Tier 1, 76-200 Licensed Locations: $\$1,723.03 * 125 \text{ Licensed Locations} * 5 = \$1,076,893.75$
Tier 2, 201-300 Licensed Locations: $\$1,550.73 * 100 \text{ Licensed Locations} * 5 = \$775,365.00$
Tier 3, 301-400 Licensed Locations: $\$1,378.42 * 100 \text{ Licensed Locations} * 5 = \$ 689,210.00$

5.1.3. PERIODIC FEE ADJUSTMENT

5.1.3.1. Standards Rates Apply. If the Licensee is paying the Standard Rental Fee rates under 5.1.1, then on January 1 of each year after 2016, the Rental Fees shall automatically increase by 2% over the Rental Fees in effect the prior calendar year, as shown in Table1: Standard Fee Schedule.

5.1.3.2. Volume Discount Rates Apply. To remain eligible for the Volume Discount Rates in Table 3 after the conclusion of any five (5) year Pre-Payment period, Licensee shall pay in advance for the next five (5) year period for each Licensed Location ("Recurring Pre-Payment"). The Rental Fee for the Recurring Pre-Payment shall be based on the Volume Discount Rates in effect in the year the Recurring Pre-Payment is due. The Rental Fee for the then-due Recurring Pre-Payment shall be due and payable to the ARA Director on or before thirty (30) days after the conclusion of each five (5) year Pre-Payment period.

EXHIBIT E

Performance Bond (REPRESENTATIVE SAMPLE)

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

_____, ("Principal") and _____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of \$_____ in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$_____ is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her

assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

EXHIBIT F

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an officer or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Engineer)

Have authority to bind Engineer with respect to its acts under any and all Right-of-Way license agreements it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Engineer is aware of and by the time the Right-of-Way license agreement is granted will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Engineer that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Engineers (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Engineer that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Right-of-Way license agreement with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the Right-of-Way license agreement with the City and may result in termination of the Right-of-Way license agreement by the City of Houston.

Date

Engineer Name

Signature

Title

EXHIBIT G

**ENGINEER'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS IN PERFORMANCE
UNDER A CITY AGREEMENT**

(Name)

(Title)

as an owner or officer of _____
(Engineer)

(Name of Company)

have authority to bind the Engineer with respect to its bid, and hereby certify that Engineer has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing _____.

(Project)

Engineer agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established in performance of acts authorized under this Agreement.

(Typed or Printed Name)

(Date)

(Signature)

(Title)

**EXHIBIT H
DRUG POLICY COMPLIANCE DECLARATION**

I, _____, as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Licensee)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials Appropriate safety impact positions have been designated for employee positions related to the performance of this Agreement. The number of employees in safety impact positions during this reporting period is _____.

From _____ to _____ the following test has occurred
(Start date) (End date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Initials Any employee who tested positive was immediately removed from the Right-of Way work site consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance with established established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

Exhibit I

Permit (Representative Sample)

City of Houston
Department of Public Works & Engineering

Mobility Permit System

Permit Number: 156930

Permit Type: Roadway Obstruction

Date Issued: 4/15/2015

Street Name: MONTROSE BLVD

Starting Block: 5200

Ending Block: 5400

Side of Street: East

Date From: 4/15/2015

Date To: 4/30/2015

Lanes Blocked: 1

Time From: 12:00 AM

Time To: 12:00 AM

Name:

Company:

Phone:

Address: 850 Aldine mail route, Houston, TX 77037

Permit Conditions:

- Permit holder must notify METRO Bus Operations (Transportation) 7 -10 working days in advance of commencing work at: Carl.Taylor@RideMetro.org, Shirley.Mitchell@RideMetro.org
- Notify the Mayor's Office of Public Safety & Homeland Security at 713.247.8500 to coordinate any security video equipment relocation/removal.
- Contractor shall contact COH Traffic Signal Operations (713) 881 3172 at least 3 business days prior to beginning work to arrange necessary signal modifications
- Certified flagman required
- Notify Emergency services and local tenants 5 days in advance
- Coordinate Work with other contractors before closing lane
- No work allowed during special events or parades
- Post Permit for visual inspection on the effected street at the construction/event site at all times
- Provide and install traffic control devices in compliance with Part VI of the "Texas Manual on Uniform Traffic Devices"
- Adhere to the City of Houston noise ordinance
- Provide access to tenants and emergency services
- The City of Houston reserves the right to revoke this permit at its discretion
- Police officer(s) required

Special Conditions:

Uniformed peace officer required to direct traffic when working at a signalized intersection during active construction. Certified flagman required to direct traffic at mid-block location(s) during active construction. Must maintain 2-way traffic at all times. No personal vehicles permitted to be parked within lane closure. Notify/coordinate work activities with the Museum District and Metro Bus Operations. Provide and install traffic control devices in compliance with Part VI of the "Texas Manual on Uniform Traffic Devices".

For Information Contact:

Telephone: 832-395-3020 **Email:** mobilitypermits@houstontx.gov



CITY OF HOUSTON

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

EXCAVATION (STREET CUT) PERMIT

EXCAVATION ON THE PUBLIC WAY
CITY OF HOUSTON ORDINANCE NO. 2006-595

Permit No. SCPS-281720-0

Date of Issue: 11/24/2015

Excavation on pavement more than five years old.

Owner:

Tel. Number:

Address:

Tel. Number:

Owner's Contact:

Tel. Number:

Insurance Company:

Contractor:

Location of Excavation: 7690 Hobby Airport Loop Road

Nearest Intersecting Street: Broadway

Cut Starting Point From the Nearest Intersecting Street (feet):
980

Method of Excavation: Open Cut

Cut Width (feet): 10

Cut Length (feet): 10

Street Lane in Which Cut Starts: s4

Street Lane in Which Cut Ends: s4

If the excavation is in a Major Thoroughfare or High Volume

Collector Street, provide lane/street closure permit number:

Texas Underground Facility Notification Corporation
transmittal number:

Start Date to Commence Work: 11/30/2015

Final Completion Date of Excavation: 12/11/2015

Authorized number of days to complete the excavation: 12

Special Conditions:

SIDEWALK CUT ONLY.

Purpose Of Excavation: Excavate to tap existing 10in sanitary main at 7690 Airport Loop Road for 6in service line to new parking garage at 7800 Airport Blvd.

Facilities To Be Installed: Installing 10x6 SDR 26 wye, 2-6in SDR 45 and 60ft of SDR 26 pipe

Are You Applying For Steel Plate Permit: No

Multiple Excavations:

Number of Excavations: 1
Block Numbers: 7000

Reminders:

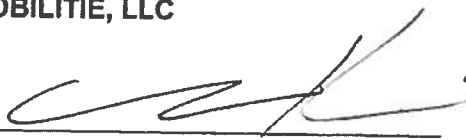
1. The permittee shall complete the excavation within the authorized dates and number of days allowed.
2. The City Engineer may extend the number of days allowed to complete the excavation. A request for extension shall be submitted to the City prior to expiration of the Final Completion Date of Excavation.
3. 24-Hour Advance Notification is required prior to commencement of excavation.
4. Permittee shall call One-Call Notification System at (713) 223-4567 (in Houston) Or 1-800-545-6005 (Statewide) prior to commencement of excavation.
5. A Certificate of Restoration is required upon completion of excavation.
6. Permit not transferable; void if excavation not timely commenced.

1.5. SIGNATURES

IN WITNESS WHEREOF, the Original Signatories, through their duly authorized officers, have executed this Agreement in multiple counterparts, each of equal force and effect, effective as of the date countersigned by the City Controller.

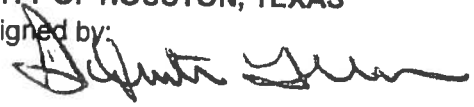
LICENSEE:

MOBILITIE, LLC

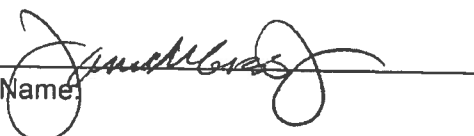

 Name: Christos Karmis
 Title: President
 Tax Identification No.: 65-1212646

CITY:

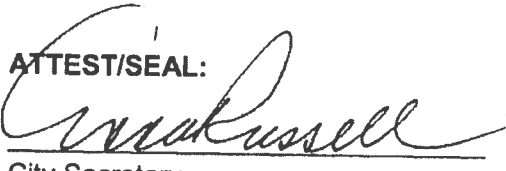
CITY OF HOUSTON, TEXAS

Signed by:

 Mayor *Amanda Washington*

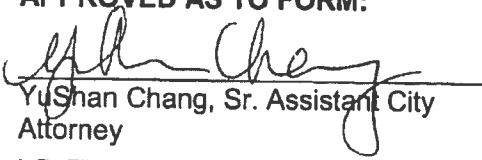
ATTEST/SEAL:


 Name:

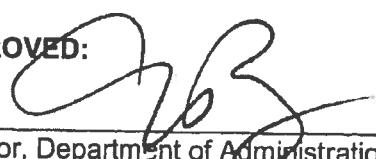
ATTEST/SEAL:


 City Secretary

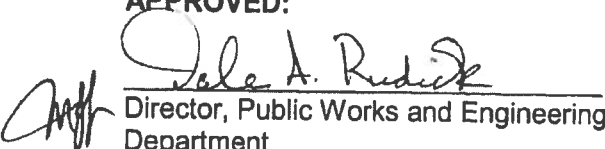
APPROVED AS TO FORM:


 Yu Shan Chang, Sr. Assistant City Attorney
 L.D. File No. 0371400090001

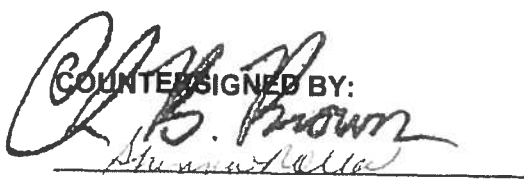
APPROVED:


 Director, Department of Administration and Regulatory Affairs


APPROVED:


 Director, Public Works and Engineering Department

COUNTERSIGNED BY:


 City Controller

DATE COUNTERSIGNED:


 ("Effective Date")

IN WITNESS WHEREOF, the Original Signatories, through their duly authorized officers, have executed this Agreement in multiple counterparts, each of equal force and effect, effective as of the date countersigned by the City Controller.

LICENSEE:

CROWN CASTLE

NG CENTRAL LLC

Name: Robert Ward

Title: President, Small Cell Networks

Tax Identification No.:

CITY:

CITY OF HOUSTON, TEXAS

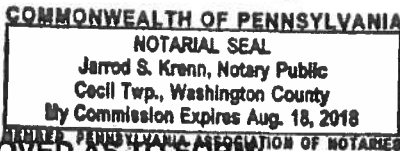
Signed by:

Armanda Washington

Mayor *Armanda Washington*

ATTEST/SEAL:

Name:



APPROVED AS TO FORM:

Yushan Chang

Yushan Chang, Sr. Assistant City Attorney

L.D. File No. 0371400090001

ATTEST/SEAL:

Erin Russell

City Secretary

APPROVED:

SB

Director, Department of Administration and Regulatory Affairs

APPROVED:

Jake A. Rudick

Director, Public Works and Engineering Department

COUNTERSIGNED BY:

Chapman No. 114

City Controller

DATE COUNTERSIGNED:

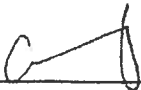
1/15/14

("Effective Date")

IN WITNESS WHEREOF, the Original Signatories, through their duly authorized officers, have executed this Agreement in multiple counterparts, each of equal force and effect, effective as of the date countersigned by the City Controller.

LICENSEE:

**GTE MOBILNET OF SOUTH TEXAS
LIMITED PARTNERSHIP D/B/A
VERIZON WIRELESS, BY SAN
ANTONIO MTA, L.P., ITS GENERAL
PARTNER, BY VERIZON WIRELESS
TEXAS, LLC, ITS GENERAL PARTNER**



Name: Aparna Khurjekar
Title: Vice President – Field Network
Tax Identification No.: 06-1083457

ATTEST/SEAL: Witness:

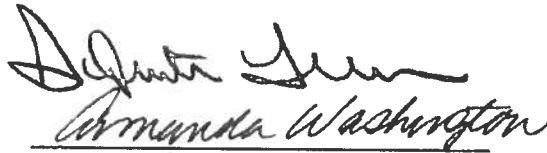


Name:

CITY:

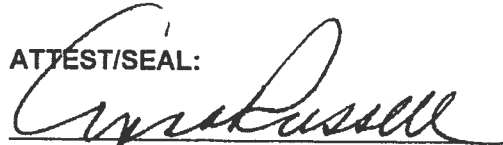
CITY OF HOUSTON, TEXAS

Signed by:



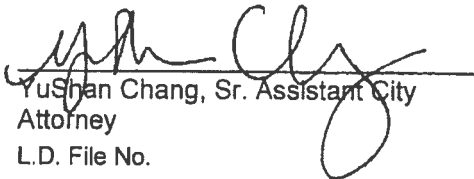
Mayor

ATTEST/SEAL:



City Secretary

APPROVED AS TO FORM:



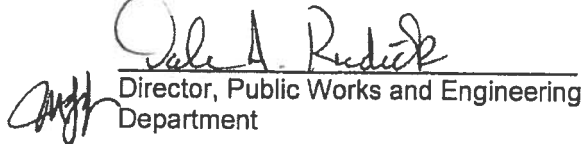
YuShan Chang, Sr. Assistant City
Attorney
L.D. File No.

APPROVED:



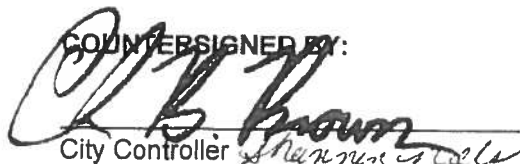
Director, Department of Administration and
Regulatory Affairs

APPROVED:



Dale A. Rudick
Director, Public Works and Engineering
Department

COUNTERSIGNED BY:



City Controller

DATE COUNTERSIGNED:

1/15/16
("Effective Date")

IN WITNESS WHEREOF, the Original Signatories, through their duly authorized officers, have executed this Agreement in multiple counterparts, each of equal force and effect, effective as of the date countersigned by the City Controller.

LICENSEE:

ZAYO GROUP, LLC

Signed by:



Name: Dylan DeVito

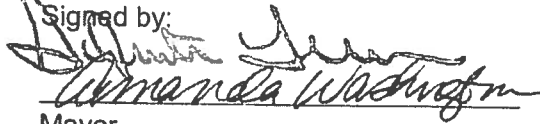
Title: Associate General Counsel

Tax Identification No.: 26-2012549

CITY:

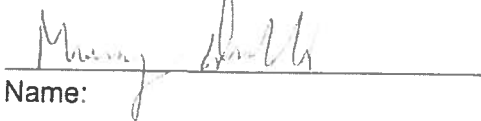
CITY OF HOUSTON, TEXAS

Signed by:



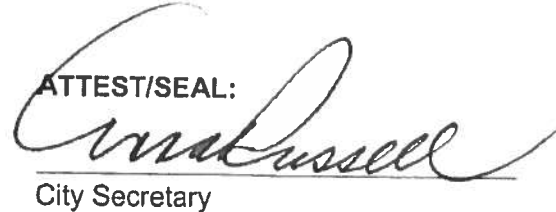
Mayor

ATTEST/SEAL:



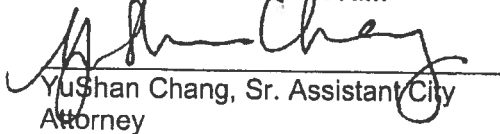
Name:

ATTEST/SEAL:



City Secretary

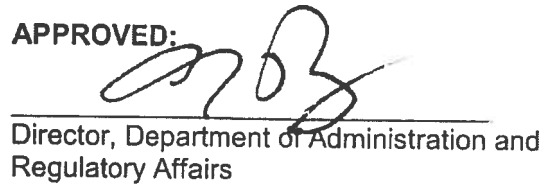
APPROVED AS TO FORM:



Yushan Chang, Sr. Assistant City Attorney

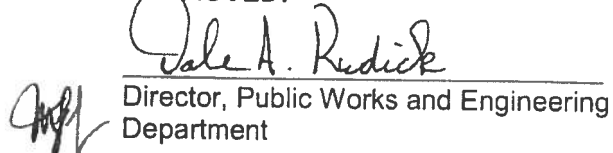
L.D. File No. 0371400090001

APPROVED:



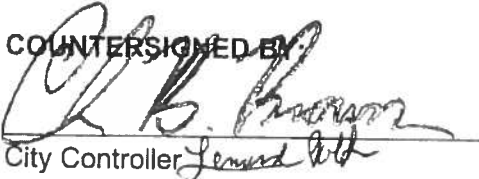
Director, Department of Administration and Regulatory Affairs

APPROVED:



Director, Public Works and Engineering Department

COUNTERSIGNED BY:



City Controller

DATE COUNTERSIGNED:

2-2-16
("Effective Date")



City of Houston Application for Plan Review

Date Rec'd 11/02/16

ILMS NO. 16111461

LOG NO. 16-1500

**Wireless Facility, Ground Equipment,
And/or Licensee Pole**☒ Conceptual/Preliminary ☐ Resubmit**EXHIBIT****B**Name of Project PROPOSED SMALL NETWORK - PACKAGE 108Description RAMPART, SKYLINE, MILFORD, EDLOE, BETTIS & WAUGH DROwner: ZAYO / 720-305-9930 Contact: RONNIE TEAFF / 214-893-4658

(Name)/(Telephone #)

(Name)/(Telephone #)

Engineer: TDC2,LLC / 51526TEO GALVIN / 281-536-5123

(Firm Name) / (License #)

(Engineer Name of Record) / (Telephone #)

RTEAFF@TDC2.COM

(Email)

(Fax Number)

Is your Wireless Facility, Ground Equipment, and/or Licensee Pole:

- ☐ Exceeds dimensions for poles 4 ft x 2ft x 2ft (height x width x depth)
- ☐ Exceeds dimensions for ground equipment 3ft x 3.5ft x 2ft (including pedestal)
- ☐ Exceeds dimensions for pole 40 ft height (45 ft with additions) 3ft diameter
- ☐ Exceeds dimensions for battery back up (2ft x 2ft x 21 inches)
- ☐ Is not enclosed in cabinet or sheathed
- ☐ Not approved for TIRZ/Management District or Historic District
- ☐ No Generators
- ☐ No wooden poles unless consistent with surrounding area

WASTEWATER

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/15/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved**WATER**

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/15/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved**STORMWATER**

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/14/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved**STORMWATER QUALITY**

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/14/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved**TRAFFIC AND PAVEMENT**

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/10/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved



City of Houston Application for Plan Review

Date Rec'd _____

ILMS NO. _____

Wireless Facility, Ground Equipment, And/or Licensee Pole

☐ Conceptual/Preliminary ☐ Resubmittal _____

Requested location (If you have more than 1 location, please submit information for each location accordingly.)

GIS Coordinates 29.71806, -95.48891

Street Number (provide closest number) 5901

Address RAMPART ST

Zip Code 77081

Is the requested location within 300' of a historic district?

Yes ☐ No ☒

Is the requested location within 300' of another pole?

Yes ☐ No ☒

Is the requested location within in an underground Utility District??

Yes ☐ No ☒

Number of Wireless Facilities 1

Pole Owner ZAYO

Ground Equipment (If applicable)

GIS Coordinates _____

Street Number (provide closest number) _____

Address _____

Zip Code _____

Permission

License Agreement with the City for Use of the Right-of-Way

- ☒ Applicant certifies that s/he has permission from the City to use the Right-of-Way locations listed in Exhibit A of the Wireless Facilities License Agreement ("Agreement") for the purposes specified therein.

Permission to Use Utility's Property (If Applicable)

- ☐ If Applicant is installing, modifying, or removing Wireless Facilities from a utility pole, Applicant certifies that s/he has permission from the owner of the utility pole to install its Wireless Facilities on the utility pole located in the City's Right-of-Way. Written permission from the utility pole owner has been provided.

Permission to use Wireless Facilities and Licensee Poles (If Applicable)

- ☐ If Applicant is installing, modifying, or removing Wireless Facilities from a Licensee Pole that it does not own, Applicant certifies that s/he has permission from the owner of the Licensee Pole to install its Wireless Facilities on the License Pole located in the City's Right-of-Way. Written permission from the owner of the Licensee Pole has been provided.

Is proposed location in a Management District? Yes/No

If yes,

- ☐ Written documentation from Management District of review or meeting regarding the aesthetics of the Wireless Facilities or Licensee Pole or concealment options has been provided and Management District's aesthetics of the Wireless Facilities or concealment options.

Is proposed location in a City-defined TIRZ? Yes/No

If yes,

- ☐ Written documentation from TIRZ of review or meeting regarding the aesthetics of the Wireless Facilities or Licensee Pole or concealment options has been provided" and TIRZ's aesthetics of the Wireless Facilities or concealment options.

Installing Fiber

☐ Yes ☐ No

City use only

☐ Incomplete Application.

Following information missing:

- ☐ Written Documentation from Management District or TIRZ
- ☐ Written Documentation of permission from CenterPoint or Pole Owner
- ☐ Fee
- ☐ Equipment Design and drawings
- ☐ Other



CITY OF HOUSTON

SIGNATURE APPLICATION FORM FOR PLAN APPROVAL

FINAL APPROVAL 12/01/16

C503
Paid in Full
Date Rec'd. 12/1/16

Log. No. 16-1500

ILMS. No. 16111461

Project Name ZAYO SMALL CELL PACKAGE 108

Utility District (if applicable) _____

- ☐ INSIDE CITY LIMITS
☐ OUTSIDE CITY LIMITS (Delete: Paving; Traffic & Transportation; Construction)

Engineer: TEO, LLC

(Firm Name)

Contact: RONNIE TERRY

(Name)

5510 COMMUNITY DR

(Address)

214-893-4158

(Tel. No.)

RTERR@TEO.COM

(Email)

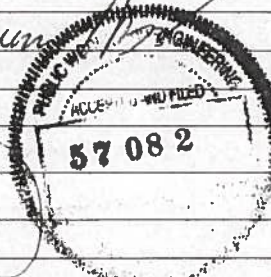
(Fax No.)

Additional Items Required: Check if provided

- ☐ Original Tracings
☐ Copy of Initial Application Form
☐ Check Prints from Final Review
- ☐ Original of Final Plat
☐ City Planning Final Approval Form 101
☐ Other: 5357a

KM-491 V, W 492 M, T, Y 531 A GIMS-5155a, 5156c, 5256a, d

DEPARTMENT	DATE	SIGNATURE
RETURNED TO ENGINEER		<input type="checkbox"/> Signed <input type="checkbox"/> Corrections Required
WASTEWATER	Received Signed	12/1/16 <i>ST</i>
STORM SEWER	Received Signed	12-1-16 <i>GN</i>
STORM	Received	
WATER QUALITY	Signed	12/01/16 <i>Don Brown</i>
WATER	Received Signed	12-1-16 <i>EG</i>
PUBLIC WORKS	Received	
TRAFFIC AND	Signed	12-1-16 <i>W. L. Smith</i>
TRANSPORTATION	Signed	12-1-16 <i>W. L. Smith</i>
STREET, BRIDGE	Received	
AND RIGHT-OF-WAY	Signed	12-1-16 <i>W. L. Smith</i>
CITY ENGINEER	Received	
PUBLIC WORKS	Signed	
& ENGINEERING	Received	12/1/16 <i>JD</i>
DIRECTOR	Signed	
MICROFILM	Received Signed	
FILE ROOM	Drawing No. _____	Date _____
WATER FILE	<input type="checkbox"/> Drawing No. _____	Date _____





City of Houston Application for Plan Review

Date Rec'd 11/15/16

ILMS NO. 16116388

LOG NO. 16-1596

Wireless Facility, Ground Equipment, And/or Licensee Pole

☒ Conceptual/Preliminary ☐ ResubmittalName of Project ZAYO SMALL CELL SITES (HN5065GA)/ ALONG HOOTON, GULFTON, RAMPART, ELM
RENWICK & ALDER

Description SMALL CELL SITES FOR SOUTHWEST HOUSTON AREA

Owner: ZAYO GROUP LLC / 817-665-8414 Contact: ERICK BUSTOS / 713-462-3242
(Name)/(Telephone #) (Name)/(Telephone #)
Engineer: COBBFENDLEY / F-274 VINEETA JAYARAM / 713-462-3242
(Firm Name) / (License #) (Engineer Name of Record) / (Telephone #)
EBUSTOS@COBBFENDLEY.COM 713-462-3262
(Email) (Fax Number)

Is your Wireless Facility, Ground Equipment, and/or Licensee Pole:

- ☐ Exceeds dimensions for poles 4 ft x 2ft x 2ft (height x width x depth)
- ☐ Exceeds dimensions for ground equipment 3ft x 3.5ft x 2ft (including pedestal)
- ☐ Exceeds dimensions for pole 40 ft height (45 ft with additions) 3ft diameter
- ☐ Exceeds dimensions for battery back up (2ft x 2ft x 21 inches)
- ☐ Is not enclosed in cabinet or sheathed
- ☐ Not approved for TIRZ/Management District or Historic District
- ☐ No Generators
- ☐ No wooden poles unless consistent with surrounding area

WASTEWATER

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/28/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved

WATER

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/28/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved

STORMWATER

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/22/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved

STORMWATER QUALITY

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/22/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved

TRAFFIC AND PAVEMENT

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED	11/28/16	

☐ Corrections Required ☐ Please Call ☐ Resubmit ☒ Approved



City of Houston Application for Plan Review

Date Rec'd _____

ILMS NO. _____

**Wireless Facility, Ground Equipment,
And/or Licensee Pole**

☒ Conceptual/Preliminary ☐ Resubmittal _____

Requested location (If you have more than 1 location, please submit information for each location accordingly.)

GIS Coordinates 29°42'52.47"N / 95°29'19.85"W

Street Number (provide closest number) 6154

Address RAMPART STREET HN0709BA

Zip Code 77081

Is the requested location within 300' of a historic district?

Yes ☐ No ☒

Is the requested location within 300' of another pole?

Yes ☐ No ☒

Is the requested location within in an underground Utility District??

Yes ☐ No ☒

Number of Wireless Facilities 1

Pole Owner ZAYO GROUP LLC

Ground Equipment (If applicable)

GIS Coordinates _____

Street Number (provide closest number) _____

Address _____

Zip Code _____

Permission

License Agreement with the City for Use of the Right-of-Way

- ☒ Applicant certifies that s/he has permission from the City to use the Right-of-Way locations listed in Exhibit A of the Wireless Facilities License Agreement ("Agreement") for the purposes specified therein.

Permission to Use Utility's Property (If Applicable)

- ☐ If Applicant is installing, modifying, or removing Wireless Facilities from a utility pole, Applicant certifies that s/he has permission from the owner of the utility pole to install its Wireless Facilities on the utility pole located in the City's Right-of-Way. Written permission from the utility pole owner has been provided.

Permission to use Wireless Facilities and Licensee Poles (If Applicable)

- ☐ If Applicant is installing, modifying, or removing Wireless Facilities from a Licensee Pole that it does not own, Applicant certifies that s/he has permission from the owner of the Licensee Pole to install its Wireless Facilities on the Licensee Pole located in the City's Right-of-Way. Written permission from the owner of the Licensee Pole has been provided.

Is proposed location in a Management District? Yes/No

If yes,

- ☐ Written documentation from Management District of review or meeting regarding the aesthetics of the Wireless Facilities or Licensee Pole or concealment options has been provided and Management District's aesthetics of the Wireless Facilities or concealment options.

Is proposed location in a City-defined TIRZ? Yes/No

If yes,

- ☐ Written documentation from TIRZ of review or meeting regarding the aesthetics of the Wireless Facilities or Licensee Pole or concealment options has been provided" and TIRZ's aesthetics of the Wireless Facilities or concealment options.

Installing Fiber

☒ Yes ☐ No

City use only

☐ Incomplete Application.

Following information missing:

- ☐ Written Documentation from Management District or TIRZ
- ☐ Written Documentation of permission from CenterPoint or Pole Owner
- ☐ Fee
- ☐ Equipment Design and drawings
- ☐ Other

2561



CITY OF HOUSTON
SIGNATURE APPLICATION FORM
FOR PLAN APPROVAL

FINAL APPROVAL 12/01/16

for 2440

Paid in Full F K \$1,383.50
Date Rec'd. 12/01/16
Log. No. 16-1596
ILMS. No. 16116388

Project Name Proposed service lines along Houston, Gulfport, RAMPART, Elm, RAMPART, ALIX

Utility District (if applicable) _____

- ☐ INSIDE CITY LIMITS
☐ OUTSIDE CITY LIMITS (Delete: Paving; Traffic & Transportation; Construction)

Engineer: Cobb Fenley & Associates Contact: Erick Bustos
(Firm Name) (Name)
13430 Northwest Freeway, Suite 1100 713-485-8035
(Address) (Tel. No.)
ebustos@cobbfenley.com 713-462-3262
(Email) (Fax No.)

Additional Items Required: Check if provided

- ☐ Original Tracings ☒ Original of Final Plat
☐ Copy of Initial Application Form ☐ City Planning Final Approval Form 101
☐ Check Prints from Final Review ☐ Other: _____

34

KM-531 A, E, F GIMS-5155 A, C

DEPARTMENT	DATE	SIGNATURE
RETURNED TO ENGINEER		<input type="checkbox"/> Signed <input type="checkbox"/> Corrections Required
WASTEWATER	Received	
	Signed	12/01/2016 MPN
STORM SEWER	Received	
	Signed	12-1-16 /11
STORM	Received	
WATER QUALITY	Signed	12/01/16 On the way
	Received	
WATER	Signed	12/01/16 S. N.
PUBLIC WORKS	Received	
TRAFFIC AND	Signed	12-1-16 William H. H.
TRANSPORTATION	Received	
STREET, BRIDGE	Signed	12-1-16 William H. H.
AND RIGHT-OF-WAY	Received	
CITY ENGINEER	Signed	12/11/16 [Signature]
PUBLIC WORKS	Received	
& ENGINEERING	Signed	
DIRECTOR	Received	
	Signed	
MICROFILM	Signed	
FILE ROOM	Drawing No.	Date
WATER FILE	<input type="checkbox"/> Drawing No.	Date



EXHIBIT C

CITY OF HOUSTON FEE SCHEDULE

← http://connect.houstontx.gov/EN/FeeScheduleGeneral.aspx City-Wide Fee Schedule

File Edit View Favorites Tools Help

SEARCH By Website SEARCH By Zip Code



The City of Houston
Official Site for Houston, Texas

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City Fee Schedule

Important Note: The fees listed in this schedule may be subject to an administration fee per Code Section 1-14. Check with the City Department under which the fee is listed. The department may be contacted using the "Contact Us" button on the schedule or by calling 311.

For additional license, fee and permit information, please visit Houston 3-1-1.

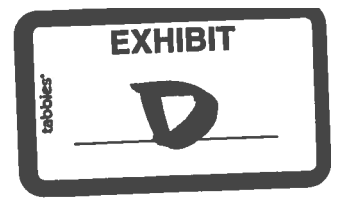
Search: **PWE** All Fees plan review

Name	Description	Statutory Authority	Contact Us
Building Code - General Inspection	Inspection and Plan Review Outside Normal Working Hours Base Charge for up to 4 hours	116 1 8	\$268 37 01/01/2017
Building Code - General Inspection	Inspection and Plan Review Outside Normal Working Hours Base Charge plus Fee for each hour or fraction thereof above 4 hours	116 1 6	\$69 88 01/01/2017
Administration - City Engineer	City Engineer Plan Review upon first submittal administrative fee per set of plans	02-283	\$111 82 01/01/2017
Administration - City Engineer	City Engineer Plan Review upon first submittal plan review fee per plan sheet	02-283	\$80 51 01/01/2017
Administration - City Engineer	City Engineer Plan Review upon re-submittal plan review fee per added plan sheet	02-283	\$80 51 01/01/2017
Building Code - Fire	Fire Protection Plan Review per Fire Sprinkler head	116 5 1	\$1 90 01/01/2017

Windows Taskbar: 4:55 PM 7/31/2017

EXHIBIT D

Approved Locations



DAS
Approved Applications

No.	Applicant	PROJECT NAME	Date Approved	Internal No.	POLE ADDRESS	POLE City, State, Zip	POLE TYPE
1	Crown Castle	CROWN CASTLE-CONDUIT@GREENWAY, HC	4/7/2016	55854-1	3988 2/3 Portsmouth St.	Houston, TX 77027	Existing Utility Pole
2	Crown Castle	CROWN CASTLE-CONDUIT@GREENWAY, HC	4/7/2016	55854-2	4895 2/3 Wesleyan Street	Houston, TX 77046	Licensee Pole
3	Crown Castle	CROWN CASTLE-CONDUIT@GREENWAY, HC	4/7/2016	55854-3	3395 2/3 Cummins Street	Houston, TX 77027	Existing Utility Pole
4	Crown Castle	CROWN CASTLE-CONDUIT@GREENWAY, HC	4/7/2016	55854-4	3814 2/3 Timmons Lane	Houston, TX 77027	Licensee Pole
5	Crown Castle	CROWN CASTLE-CONDUIT@GREENWAY, HC	4/7/2016	55854-5	3749 2/3 Timmons Lane	Houston, TX 77046	Licensee Pole
6	Crown Castle	CROWN CASTLE-CONDUIT@FANNIN ST., HC	4/7/2016	55845-1	6620 Main St.	Houston, TX 77030	Licensee Pole
7	Crown Castle	CROWN CASTLE-CONDUIT@KANSAS, HGC-V	4/22/2016	55925-1	6315 2/3 Hurst Street	Houston, TX 77008	Licensee Pole
8	Crown Castle	CROWN CASTLE-CONDUIT@KANSAS, HGC-V	4/22/2016	55925-2	5250 2/3 Darling Street	Houston, TX 77007	Existing Utility Pole
9	Crown Castle	CROWN CASTLE-CONDUIT@KANSAS, HGC-V	4/22/2016	55925-3	5700 2/3 Petty Street	Houston, TX 77007	Existing Utility Pole
10	Crown Castle	CROWN CASTLE-CONDUITS ALONG WESTVII	5/5/2016	55995-1	6705 2/3 Westview Dr.	Houston, TX 77055	Licensee Pole
11	Crown Castle	CROWN CASTLE-CONDUITS ALONG WESTVII	5/5/2016	55995-2	7712 2/3 Katy Freeway	Houston, TX 77024	Existing Utility Pole
12	Crown Castle	CROWN CASTLE-CONDUITS ALONG WESTVII	5/5/2016	55995-3	1292 2/3 N. Post Oak Rd.	Houston, TX 77055	Licensee Pole
13	Crown Castle	CROWN CASTLE-CONDUITS ALONG WESTVII	5/5/2016	55995-4	7664 2/3 Katy Freeway	Houston, TX 77024	Licensee Pole
14	Crown Castle	CROWN CASTLE-CONDUIT ALONG FRANKLIN	5/5/2016	55985-1	1694 Franklin St.	Houston, TX 77002	Licensee Pole
15	Crown Castle	CROWN CASTLE-CONDUIT ALONG FRANKLIN	5/5/2016	55985-2	605 Austin St.	Houston, TX 77002	Licensee Pole
16	Crown Castle	CROWN CASTLE-CONDUIT ALONG FRANKLIN	5/5/2016	55985-3	894 Prairie St.	Houston, TX 77002	Licensee Pole
17	Crown Castle	CROWN CASTLE-CONDUIT ALONG FRANKLIN	5/5/2016	55985-4	453 Smith St.	Houston, TX 77002	Licensee Pole
18	Crown Castle	CROWN CASTLE-CONDUIT ALONG FRANKLIN	5/5/2016	55985-5	895 Texas St.	Houston, TX 77002	Licensee Pole
19	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 2-DIS	5/12/2016	56031-1	1794 2/3 McKinney St.	Houston, TX 77002	Licensee Pole
20	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 2-DIS	5/12/2016	56031-2	1002 Avenida de las Americas	Houston, TX 77002	Licensee Pole
21	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 2-DIS	5/12/2016	56031-3	1049 2/3 Avenida de las Americas	Houston, TX 77002	Licensee Pole
22	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 2-DIS	5/12/2016	56031-4	1795 2/3 Lamar St.	Houston, TX 77002	Licensee Pole
23	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 2-DIS	5/12/2016	56031-5	1605 2/3 McKinney St.	Houston, TX 77002	Licensee Pole
24	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 2-DIS	5/12/2016	56031-6	1095 2/3 LaBranch St.	Houston, TX 77002	Licensee Pole
25	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 2-DIS	5/12/2016	56031-7	1604 2/3 Lamar St.	Houston, TX 77002	Licensee Pole
26	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 2-DIS	5/12/2016	56031-8	1504 2/3 McKinney St.	Houston, TX 77002	Licensee Pole
27	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 4-BA'	5/26/2016	56095-1	695 2/3 Travis St.	Houston, TX 77002	Licensee Pole
28	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 4-BA'	5/26/2016	56095-2	708 Prairie St.	Houston, TX 77002	Licensee Pole
29	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 4-BA'	5/26/2016	56095-3	600 Louisiana St.	Houston, TX 77002	Licensee Pole
30	Crown Castle	CROWN CASTLE-KIRBY SMALL CELL NETWORK	6/9/2016	56149-1	2329 2/3 Westheimer Rd.	Houston, TX 77098	Licensee Pole
31	Crown Castle	CROWN CASTLE-KIRBY SMALL CELL NETWORK	6/9/2016	56149-2	2808 2/3 Revere St.	Houston, TX 77098	Licensee Pole
32	Crown Castle	CROWN CASTLE-KIRBY SMALL CELL NETWORK	6/9/2016	56149-3	2617 2/3 Kipling St.	Houston, TX 77098	Licensee Pole
33	Crown Castle	CROWN CASTLE-KIRBY SMALL CELL NETWORK	6/9/2016	56149-4	2573 2/3 Kirby Dr.	Houston, TX 77098	Licensee Pole
34	Crown Castle	CROWN CASTLE-KIRBY SMALL CELL NETWORK	6/9/2016	56149-5	2595 2/3 Cameron St.	Houston, TX 77098	Licensee Pole
35	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 4- PO	6/9/2016	56140-2	2426 2/3 Sage Rd.	Houston, TX 77056	Existing Utility Pole
36	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 4- PO	6/9/2016	56140-3	2005 2/3 Yorktown St.	Houston, TX 77056	Existing Utility Pole
37	Crown Castle	CROWN CASTLE-CONDUIT @ W. ALABAMA	6/9/2016	56147-1	3405 2/3 W. Alabama St.	Houston, TX 77027	Existing Utility Pole
38	Crown Castle	CROWN CASTLE-CONDUIT @ W. ALABAMA	6/9/2016	56147-2	3425 2/3 Eastside St.	Houston, TX 77098	Licensee Pole
39	Crown Castle	CROWN CASTLE-CONDUIT @ W. ALABAMA	6/9/2016	56147-3	2795 2/3 Eastside St.	Houston, TX 77098	Licensee Pole
40	Crown Castle	CROWN CASTLE-CONDUIT @ HOLMAN ST., I	6/9/2016	56152-1	300 Westheimer Rd. & Mason St.	Houston, TX 77006	Licensee Pole
41	Crown Castle	CROWN CASTLE-CONDUIT @ HOLMAN ST., I	6/9/2016	56152-2	Westheimer Rd. & Stanford St.	Houston, TX 77006	Licensee Pole
42	Crown Castle	CROWN CASTLE-CONDUIT @ HOLMAN ST., I	6/9/2016	56152-3	611 Fargo St., W. of Hopkins St.	Houston, TX 77006	Existing Utility Pole
43	Crown Castle	CROWN CASTLE-CONDUIT @ HOLMAN ST., I	6/9/2016	56152-4	710 Gary St., W. of Stanford St.	Houston, TX 77006	Existing Utility Pole
44	Crown Castle	CROWN CASTLE-CONDUIT @ HOLMAN ST., I	6/9/2016	56152-5	2001 Welch St. & Montecristo Blvd.	Houston, TX 77006	Existing Utility Pole
45	Crown Castle	CROWN CASTLE-CONDUIT @ HOLMAN ST., I	6/9/2016	56152-6	Hyde Park Blvd. & Montrose Blvd.	Houston, TX 77006	Licensee Pole
46	Crown Castle	CROWN CASTLE-CONDUIT HGC-WAVE 4- PO	6/9/2016	56140-1	5143 2/3 Chevy Chase Dr.	Houston, TX 77056	Existing Utility Pole
47	Crown Castle	RICHMOND SMALL CELL NETWORK-RICHMC	6/16/2016	56184-1	Richmond Ave., E. of Bering Dr.	Houston, TX 77098	Licensee Pole
48	Crown Castle	RICHMOND SMALL CELL NETWORK-RICHMC	6/16/2016	56184-2	Chimney Rock Rd. and Schumacher Ln.	Houston, TX 77098	Licensee Pole
49	Crown Castle	RICHMOND SMALL CELL NETWORK-RICHMC	6/16/2016	56184-3	Bering Dr. and Star Ln.	Houston, TX 77098	Licensee Pole
50	Crown Castle	Conduit along San Jacinto St., Congress Ave	6/30/2016	56265-1	405 2/3 San Jacinto St.	Houston, TX 77002	Licensee Pole
51	Crown Castle	Conduit along San Jacinto St., Congress Ave	6/30/2016	56265-2	244 2/3 San Jacinto St.	Houston, TX 77002	Licensee Pole
52	Crown Castle	Conduit along San Jacinto St., Congress Ave	6/30/2016	56265-3	1305 2/3 Congress Ave.	Houston, TX 77002	Licensee Pole
53	Crown Castle	Conduit along San Jacinto St., Congress Ave	6/30/2016	56265-4	594 2/3 Crawford St.	Houston, TX 77002	Licensee Pole
54	Crown Castle	HGC-WAVE 5- GALLERIA	8/4/2016	56389-1	5104 2/3 Richmond Ave.	Houston, TX 77002	Licensee Pole
55	Crown Castle	HGC-WAVE 5- GALLERIA	8/4/2016	56389-2	4967 2/3 Hidalgo St.	Houston, TX 77002	Licensee Pole
56	Crown Castle	HGC-WAVE 5- GALLERIA	8/4/2016	56389-3	4907 2/3 W. Alabama	Houston, TX 77002	Licensee Pole
57	Crown Castle	HGC-WAVE 5- GALLERIA	8/4/2016	56389-4	5301 2/3 McCulloch Circle	Houston, TX 77002	Licensee Pole
58	Crown Castle	HGC-WAVE 5- GALLERIA	8/4/2016	56389-5	2803 2/3 S. Rice	Houston, TX 77002	Existing Utility Pole
59	Crown Castle	HGC-WAVE 5- GALLERIA	8/4/2016	56389-6	3302 2/3 Sage Rd.	Houston, TX 77002	Licensee Pole
60	Crown Castle	HGC-WAVE5-HIDALGO	11/3/2016	56926-1	5115 Hidalgo St	Houston, TX 77056	Licensee Pole
61	Crown Castle	HGC-WAVE5-HIDALGO	11/3/2016	56926-2	5230 Hidalgo St	Houston, TX 77056	Licensee Pole
62	Crown Castle	HGC-WAVE5-HIDALGO	11/3/2016	56926-3	5000 Westheimer Rd	Houston, TX 77056	Licensee Pole
63	Verizon Wireless	DUNLAVY	6/9/2016	56155-1	2103 Westheimer Rd.	Houston, TX 77006	Existing Utility Pole
64	Verizon Wireless	DUNLAVY	6/9/2016	56155-2	1915 Westheimer Rd.	Houston, TX 77006	Existing Utility Pole
65	Verizon Wireless	DUNLAVY	6/9/2016	56155-3	2600 Woodhead St.	Houston, TX 77006	Existing Utility Pole
66	Verizon Wireless	DUNLAVY	6/9/2016	56155-4	1660 Westheimer Rd.	Houston, TX 77006	Existing Utility Pole
67	Verizon Wireless	DUNLAVY	6/9/2016	56155-5	1618 Westheimer Rd.	Houston, TX 77006	Existing Utility Pole
68	Verizon Wireless	DUNLAVY	6/9/2016	56155-6	1435 Westheimer Rd.	Houston, TX 77006	Existing Utility Pole

EXHIBIT D

Approved Locations

DAS
Approved Applications

No.	Applicant	PROJECT NAME	Date Approved	Internal No.	POLE ADDRESS	POLE City, State, Zip	POLE TYPE
69	Verizon Wireless	DUNLAVY	6/9/2016	56155-7	1340 Westheimer Rd.	Houston, TX 77006	Existing Utility Pole
70	Verizon Wireless	DUNLAVY	6/9/2016	56155-8	1201 Westheimer Rd.	Houston, TX 77006	Existing Utility Pole
71	Verizon Wireless	DUNLAVY	6/9/2016	56155-9	926 Westheimer Rd.	Houston, TX 77006	Existing Utility Pole
72	Verizon Wireless	MIDTOWN	6/16/2016	56183-1	119 Gray St.	Houston, TX 77002	Existing Utility Pole
73	Verizon Wireless	MIDTOWN	6/16/2016	56183-2	217 Gray St.	Houston, TX 77002	Existing Utility Pole
74	Verizon Wireless	MIDTOWN	6/16/2016	56183-3	402 Gray St.	Houston, TX 77002	Existing Utility Pole
75	Verizon Wireless	Lot	6/23/2016	56228-1	9704 2/3 Katy Fwy.	Houston, TX 77055	Existing Utility Pole
76	Verizon Wireless	Lot	6/23/2016	56228-2	1031 2/3 Witte Rd.	Houston, TX 77055	Existing Utility Pole
77	Verizon Wireless	Lot	6/23/2016	56228-3	10000 2/3 Katy Fwy.	Houston, TX 77055	Existing Utility Pole
78	Verizon Wireless	Old Spanish	7/7/2016	56298-1	2803 Old Spanish Trl.	Houston, TX 77021	Existing Utility Pole
79	Verizon Wireless	Old Spanish	7/7/2016	56298-2	2450 Holcombe Blvd.	Houston, TX 77021	Existing Utility Pole
80	Verizon Wireless	Old Spanish	7/7/2016	56298-3	7303 Ardmore St.	Houston, TX 77054	Existing Utility Pole
81	Verizon Wireless	Old Spanish	7/7/2016	56298-4	3077 El Camino St.	Houston, TX 77054	Existing Utility Pole
82	Verizon Wireless	Hobby	7/7/2016	56299-1	8200 Telephone Rd.	Houston, TX 77061	Existing Utility Pole
83	Verizon Wireless	Hobby	7/7/2016	56299-2	7300 Monroe Rd.	Houston, TX 77061	Existing Utility Pole
84	Verizon Wireless	Hobby	7/7/2016	56299-3	9420 Telephone Rd.	Houston, TX 77075	Existing Utility Pole
85	Verizon Wireless	Hobby	7/7/2016	56299-4	7980 Almeda Genoa Rd.	Houston, TX 77075	Existing Utility Pole
86	Verizon Wireless	Hobby	7/7/2016	56299-5	8524 Gulf Frwy.	Houston, TX 77061	Existing Utility Pole
87	Verizon Wireless	Hobby	7/7/2016	56299-6	9223 Airport Blvd.	Houston, TX 77075	Existing Utility Pole
88	Verizon Wireless	Hobby	7/7/2016	56299-7	9014 Gulf Fwy.	Houston, TX 77017	Existing Utility Pole
89	Verizon Wireless	WEST ASTROS	8/25/2016	56530-1	2801 Westridge St.	Houston, TX 77054	Existing Utility Pole
90	Verizon Wireless	MAIN	8/25/2016	56529-1	2400 Westridge St.	Houston, TX 77054	Existing Utility Pole
91	Verizon Wireless	MAIN	8/25/2016	56529-2	2525 Murworth Dr.	Houston, TX 77054	Existing Utility Pole
92	Verizon Wireless	MAIN	8/25/2016	56529-3	McNee Rd & Kirby Dr.	Houston, TX 77054	Existing Utility Pole
93	VERIZON WIRELE	ROCKETS	9/7/2016	56533-1	1317 Austin St.	Houston, TX, 77002	Existing Utility Pole
94	VERIZON WIRELE	ROCKETS	9/7/2016	56533-2	1801 Chenevert St.	Houston, TX, 77003	Existing Utility Pole
95	VERIZON WIRELE	ROCKETS	9/7/2016	56533-3	1800 Clay St.	Houston, TX, 77003	Existing Utility Pole
96	VERIZON WIRELE	ROCKETS	9/7/2016	56533-4	1615 Pease St.	Houston, TX, 77003	Existing Utility Pole
97	VERIZON WIRELE	ROCKETS	9/7/2016	56533-5	1804 Austin St.	Houston, TX, 77002	Existing Utility Pole
98	VERIZON WIRELE	ROCKETS	9/7/2016	56533-6	1502 Leeland St.	Houston, TX, 77002	Existing Utility Pole
99	VERIZON WIRELE	BEVERLY, WHITEOAK DR. & STUDEWOOD (H	9/7/2016	56535-1	540 Frasier St.	Houston, TX, 77007	Existing Utility Pole
100	VERIZON WIRELE	BEVERLY, WHITEOAK DR. & STUDEWOOD (H	9/7/2016	56535-2	2805 White Oak Dr.	Houston, TX, 77007	Existing Utility Pole
101	VERIZON WIRELE	BEVERLY, WHITEOAK DR. & STUDEWOOD (H	9/7/2016	56535-3	2631 White Oak Dr.	Houston, TX, 77009	Existing Utility Pole
102	Verizon Wireless	DT HOUSTON	9/13/2016	56598-1	902 Ruthven St.	Houston, TX 77019	Existing Utility Pole
103	Verizon Wireless	DT HOUSTON	9/13/2016	56598-2	806 Andrews St.	Houston, TX 77019	Existing Utility Pole
104	Verizon Wireless	DT HOUSTON	9/13/2016	56598-3	1014 Crosby St.	Houston, TX 77019	Existing Utility Pole
105	Verizon Wireless	DT HOUSTON	9/13/2016	56598-4	702 Cleveland St.	Houston, TX 77019	Existing Utility Pole
106	Verizon Wireless	DT HOUSTON	9/13/2016	56598-5	1020 Cleveland St.	Houston, TX 77019	Existing Utility Pole
107	Verizon Wireless	DT HOUSTON	9/13/2016	56598-6	300 St. Joseph Pkwy	Houston, TX 77002	Existing Utility Pole
108	VERIZON WIRELE	DT GREYHOUND	9/13/2016	56599-1	1811 San Jacinto	Houston, TX, 77002	Existing Utility Pole
109	VERIZON WIRELE	DT GREYHOUND	9/13/2016	56599-2	1801 Louisiana St.	Houston, TX, 77002	Existing Utility Pole
110	VERIZON WIRELE	DT GREYHOUND	9/13/2016	56599-3	1920 Smith St.	Houston, TX, 77002	Existing Utility Pole
111	VERIZON WIRELE	DT Pearson, San Jacinto & Caroline St.(HUB	9/29/2016	56673-1	1119 Pease St.	Houston, TX, 77002	Existing Utility Pole
112	VERIZON WIRELE	DT Pearson, San Jacinto & Caroline St.(HUB	9/29/2016	56673-2	1400 San Jacinto	Houston TX 77002	Existing Utility Pole
113	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-1	2319 Center St.	Houston, TX 77007	Existing Utility Pole
114	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-2	4900 Washington Ave.	Houston, TX 77007	Existing Utility Pole
115	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-3	1519 Washington Ave.	None Listed	Existing Utility Pole
116	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-4	1612 Patterson St.	Houston, TX 77007	Existing Utility Pole
117	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-5	4212 Washington Ave.	Houston, TX 77007	Existing Utility Pole
118	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-6	205 Heights Blvd.	Houston, TX 77007	Existing Utility Pole
119	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-7	2105 Taylor St.	Houston, TX 77007	Existing Utility Pole
120	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-8	950 Studemont St.	Houston, TX 77007	Existing Utility Pole
121	VERIZON WIRELE	WASHINGTON	10/3/2016	56678-9	2003 Houston Ave.	Houston, TX 77007	Existing Utility Pole
122	Verizon Wireless	MOODY	10/11/2016	56737-1	7525 Main St.	Houston, TX 77030	Existing Utility Pole
123	Verizon Wireless	MOODY	10/11/2016	56737-2	7777 Greenbriar Dr.	Houston, TX 77030	Existing Utility Pole
124	ZAYO	ZAYO-POLE PACKAGE 1	8/11/2016	56430-1	3332 Wesleyan St.	Houston, TX 77027	Licensee Pole
125	ZAYO	ZAYO-POLE PACKAGE 1	8/11/2016	56430-2	3324 Timmons Lane	Houston, TX 77027	Licensee Pole
126	ZAYO	ZAYO-POLE PACKAGE 1	8/11/2016	56430-3	2608 Wesleyan St.	Houston, TX 77027	Licensee Pole
127	ZAYO	ZAYO-POLE PACKAGE 1	8/11/2016	56430-4	3904 Richmond Ave.	Houston, TX 77027	Licensee Pole
128	ZAYO	ZAYO-POLE PACKAGE 1	8/11/2016	56430-5	3974 Drexel Dr.	Houston, TX 77046	Licensee Pole
129	ZAYO	ZAYO-POLE PACKAGE 1	8/11/2016	56430-6	3906 W. Alabama St.	Houston, TX 77027	Licensee Pole
130	ZAYO	ZAYO-POLE PACKAGE 1	8/11/2016	56430-7	3448 Cummins St.	Houston, TX 77046	Licensee Pole
131	ZAYO	ZAYO SMALL CELL NODE PLACEMENT	8/11/2016	56442-1	7600 Airport Blvd.	Houston, TX 77061	Licensee Pole
132	ZAYO	ZAYO SMALL CELL NODE PLACEMENT	8/11/2016	56441-1	Airport Blvd.	Houston, TX 77061	Existing Utility Pole
133	ZAYO	ZAYO SMALL CELL NODE PLACEMENT	8/25/2016	56498-1	5630 Kelvin Dr.	Houston, TX 77005	Existing Utility Pole
134	ZAYO	ZAYO SMALL CELL NODE PLACEMENT	8/25/2016	56495-1	2599 Amherst St.	Houston, TX 77005	Existing Utility Pole
135	ZAYO	ZAYO SMALL CELL NODE PLACEMENT	9/1/2016	56554-1	2502 Times Blvd.	Houston, TX 77005	Existing Utility Pole
136	ZAYO	ZAYO SMALL CELL NODE PLACEMENT	9/1/2016	56558-1	5698 Morningside Dr.	Houston, TX 77005	Existing Utility Pole

EXHIBIT D

Approved Locations

DAS
Approved Applications

No.	Applicant	PROJECT NAME	Date Approved	Internal No.	POLE ADDRESS	POLE City, State, Zip	POLE TYPE
137	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56591-1	6027 Rampart St.	Houston, TX 77081	Licensee Pole
138	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56591-2	6027 Royalton St. & Glenmont Dr.	Houston, TX 77081	Licensee Pole
139	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56591-3	6027 Glenmont St. Anderson St.	Houston, TX 77081	Licensee Pole
140	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56591-4	6027 Chimney Rock Rd. & Jassamine st.	Houston, TX 77081	Licensee Pole
141	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56591-5	6027 Clarewood Dr. & Alder Dr.	Houston, TX 77081	Licensee Pole
142	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56591-6	6027 Elm St. & Rampart St.	Houston, TX 77081	Licensee Pole
143	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56591-7	6027 Renwick Dr. Elm St.	Houston, TX 77081	Licensee Pole
144	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56591-8	6027 Rampart St. & Elm St.	Houston, TX 77081	Licensee Pole
145	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-1	5910 West by Northwest Blvd.	Houston, TX 77040	Licensee Pole
146	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-2	Near intersection -Pinemont Dr. & Guhn	Houston, TX 77040	Licensee Pole
147	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-3	Near intersection -Hillmont St. & Dow Rd	Houston, TX 77040	Licensee Pole
148	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-4	Near intersection - Northfield Ln. & W. 4:	Houston, TX 77092	Licensee Pole
149	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-5	Near intersection -Langtry St. & Langfield	Houston, TX 77040	Licensee Pole
150	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-6	Near Intersection -Pinemont Dr. & Langfi	Houston, TX 77040	Licensee Pole
151	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-7	Near Intersection- Pinemont Dr. & Lanfie	Houston, TX 77040	Licensee Pole
152	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-8	Near Intersection -Hillmont St. & Holliste	Houston, TX 77040	Licensee Pole
153	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-9	Near Intersection - Jones Rd. & Spencer F	Houston, TX 77041	Licensee Pole
154	ZAYO	PROPOSED SMALL CELL NETWORK-PACKAGI	9/8/2016	56592-10	Near Intersection - Nat Steel & Spencer R	Houston, TX 77041	Licensee Pole
155	ZAYO	ZAYO-SMALL CELL TOWN AND COUNTRY 1	9/15/2016	56601-1	788 West Sam Houston Pkwy N	Houston, TX 77024	Licensee Pole
156	ZAYO	ZAYO-SMALL CELL TOWN AND COUNTRY 1	9/15/2016	56601-2	791 Town and Country Blvd.	Houston, TX 77024	Licensee Pole
157	ZAYO	ZAYO-SMALL CELL TOWN AND COUNTRY 1	9/15/2016	56601-3	780 West Sam Houston Pkwy N	Houston, TX 77024	Licensee Pole
158	ZAYO	ZAYO-SMALL CELL TOWN AND COUNTRY 1	9/15/2016	56601-4	788 West Sam Houston Pkwy N	Houston, TX 77024	Licensee Pole
159	ZAYO	ZAYO-SMALL CELL TOWN AND COUNTRY 1	9/15/2016	56601-5	12850 Memorial Drive	Houston, TX 77024	Licensee Pole
160	ZAYO	ZAYO SMALL CELL BELLFORT	9/15/2016	56602-1	9230 Kirby Dr.	Houston, TX 77054	Licensee Pole
161	ZAYO	ZAYO SMALL CELL BELLFORT	9/15/2016	56602-2	419 W. Bellfort Blvd.	Houston, TX 77054	Licensee Pole
162	ZAYO	ZAYO SMALL CELL BELLFORT	9/15/2016	56602-3	1590 Holmes Rd.	Houston, TX 77045	Licensee Pole
163	ZAYO	ZAYO SMALL CELL BELLFORT	9/15/2016	56602-4	8945 Knight Rd.	Houston, TX 77054	Licensee Pole
164	ZAYO	ZAYO SMALL CELL BELLFORT	9/15/2016	56602-5	2586 W. Bellfort Blvd.	Houston, TX 77054	Licensee Pole
165	ZAYO	ZAYO SMALL CELL BELLFORT	9/15/2016	56602-6	8998 Kirby Dr.	Houston, TX 77054	Licensee Pole
166	ZAYO	ZAYO SMALL CELL BELLFORT	9/15/2016	56602-7	9965 Buffalo Speedway	Houston, TX 77054	Licensee Pole
167	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-1	Near Intersection - Beechnut St. & Maple	Houston, TX 77072	Licensee Pole
168	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-2	Near Intersection - Spice Ln. & S. Course I	Houston, TX 77099	Licensee Pole
169	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-3	Near Intersection - Course Dr. & Elmswor	Houston, TX 77099	Licensee Pole
170	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-4	Near Intersection - Beechnut St. & Colon;	Houston, TX 77036	Licensee Pole
171	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-5	Near Intersection - Beechnut St. & Courst	Houston, TX 77072	Licensee Pole
172	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-6	Near Intersection - Brooklet Dr. & Bissoni	Houston, TX 77009	Licensee Pole
173	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-7	Near Intersection Sugar Branch Dr. & For	Houston, TX 77036	Licensee Pole
174	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-8	Near Intersection - Beechnut & Wilcrest I	Houston, TX 77072	Licensee Pole
175	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-9	Near Intersection - Richmond Ave. & Wal	Houston, TX 77042	Licensee Pole
176	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-10	Near Intersection - Richmond Ave. & Wal	Houstin, TX 77042	Licensee Pole
177	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-11	Near Intersection - Beechnut St. & Wilcre	Houston, TX 77072	Licensee Pole
178	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-12	Near Intersection - Beechnut St. & Leawo	Houston, TX 77072	Licensee Pole
179	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-13	Near Intersecrion - Kendalia Dr. & Westw	Houston, TX 77036	Licensee Pole
180	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-14	Near Intersection - Westwood Village Dr.	Houston, TX 77036	Licensee Pole
181	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-15	Near Intersection - Beechnut St. & Colon;	Houston, TX 77036	Licensee Pole
182	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-16	Near Intersection Club Creek Dr. & Woor	Houston, TX 77036	Licensee Pole
183	ZAYO	PROPOSED SMALL CELL NETWORK -PACKAG	9/15/2016	56628-17	Near Intersection Woodfair Dr. & Club Cr	Houston, TX 77036	Licensee Pole
184	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-1	Near the intersection of Fountain View &	Houston, TX 77057	Licensee Pole
185	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-2	Near the intersection of Fairdale Ln. & Gr	Houston, TX 77057	Licensee Pole
186	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-3	Near the intersection of Renwick Rd. & G	Houston, TX 77081	Licensee Pole
187	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-4	Near the intersection of Chimney Rock R	Houston, TX 77081	Licensee Pole
188	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-5	Near the intersection of Chimney Rock R	Houston, TX 77081	Licensee Pole
189	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-6	6320 Windswept Way	Houston, TX 77057	Licensee Pole
190	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-7	2822 Briarhurst Dr.	Houston, TX 77057	Licensee Pole
191	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-8	Near the intersection of Westpark Dr. & f	Houston, TX 77081	Licensee Pole
192	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-9	Near the intersection of Fountain View &	Houston, TX 77057	Licensee Pole
193	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-10	Near the intersection of Fountain View D	Houston, TX 77057	Licensee Pole
194	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-11	Near the intersection of Foundren & Fror	Houston, TX 77074	Licensee Pole
195	ZAYO	Proposed Small Cell Network - Package 11	10/13/2016	56786-12	7221 Foundren Rd.	Houston, TX 77036	Licensee Pole
196	ZAYO	ZAYO SMALL CELL DALLAS	10/17/2016	56745-1	1600 Allen Parkway	Houston, TX 77019	Licensee Pole
197	ZAYO	ZAYO SMALL CELL DALLAS	10/17/2016	56745-2	1600 Allen Parkway	Houston, TX 77019	Licensee Pole
198	ZAYO	ZAYO SMALL CELL PIN OAK PARK	10/17/2016	56769-1	5445 West Loop S Fwy	Houston, TX 77081	Licensee Pole
199	ZAYO	ZAYO SMALL CELL PIN OAK PARK	10/17/2016	56769-2	4807 Pin Oak Park	Houston, TX 77081	Licensee Pole
200	ZAYO	ZAYO SMALL CELL PIN OAK PARK	10/17/2016	56769-3	5601 West Loop S. Fwy	Houston, TX 77081	Licensee Pole
201	ZAYO	ZAYO SMALL CELL PIN OAK PARK	10/17/2016	56769-4	4747 West Park Dr.	Houston, TX 77027	Licensee Pole
202	ZAYO	ZAYO -POLES A3F0266A- MEMORIAL & PARI	10/7/2016	56716-1	15115 Park Row Dr.	Houston, TX 77084	Licensee Pole
203	ZAYO	ZAYO -POLES A3F0266A- MEMORIAL & PARI	10/7/2016	56716-2	15310 Park Row Dr.	Houston, TX 77084	Licensee Pole
204	ZAYO	ZAYO -POLES A3F0266A- MEMORIAL & PARI	10/7/2016	56716-3	15810 Park Ten PL. #1	Houston, TX 77084	Licensee Pole

EXHIBIT D

Approved Locations

DAS
Approved Applications

No.	Applicant	PROJECT NAME	Date Approved	Internal No.	POLE ADDRESS	POLE City, State, Zip	POLE TYPE
205	ZAYO	ZAYO -POLES A3F0266A- MEMORIAL & PARI	10/7/2016	56716-4	15950 Park Row Dr.	Houston, TX 77084	Licensee Pole
206	ZAYO	ZAYO -POLES A3F0266A- MEMORIAL & PARI	10/7/2016	56716-5	17320 Katy Fwy.	Houston, TX 77084	Licensee Pole
207	ZAYO	ZAYO DOWNTOWN SMALL CELL MCKINNEY	10/20/2016	56734-1	704 Avenida De Las Americas	Houston, TX 77003	Licensee Pole
208	ZAYO	ZAYO DOWNTOWN SMALL CELL MCKINNEY	10/20/2016	56734-2	772 Crawford St.	Houston, TX 77010	Licensee Pole
209	ZAYO	ZAYO DOWNTOWN SMALL CELL MCKINNEY	10/20/2016	56734-3	320 Hamilton St.	Houston, TX 77002	Licensee Pole
210	ZAYO	ZAYO DOWNTOWN SMALL CELL MCKINNEY	10/20/2016	56734-4	1202 Texas Ave.	Houston, TX 77002	Licensee Pole
211	ZAYO	ZAYO DOWNTOWN SMALL CELL MCKINNEY	10/20/2016	56734-5	687 La Branch St.	Houston, TX 77002	Licensee Pole
212	ZAYO	ZAYO DOWNTOWN SMALL CELL MCKINNEY	10/20/2016	56734-6	615 Caroline St.	Houston, TX 77002	Licensee Pole
213	ZAYO	ZAYO DOWNTOWN SMALL CELL MCKINNEY	10/20/2016	56734-7	769 La Branch St.	Houston, TX 77010	Licensee Pole
214	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-1	1517 Caroline St.	Houston, TX 77002	Licensee Pole
215	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-2	1427 Caroline St.	Houston, TX 77002	Licensee Pole
216	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-3	1417 San Jacinto St.	Houston, TX 77002	Licensee Pole
217	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-4	1475 Walker St.	Houston, TX 77101	Licensee Pole
218	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-5	1633 Polk St.	Houston, TX 77002	Licensee Pole
219	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-6	1461 McKinney St.	Houston, TX 77010	Licensee Pole
220	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-7	968 Caroline St.	Houston, TX 77010	Licensee Pole
221	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-8	1039 San Jacinto St.	Houston, TX 77002	Licensee Pole
222	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-9	1136 Milam St.	Houston, TX 77006	Licensee Pole
223	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-10	245 Chenevert St.	Houston, TX 77002	Licensee Pole
224	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-11	341 Crawford St.	Houston, TX 77002	Licensee Pole
225	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-12	1565 Dallas St.	Houston, TX 77010	Licensee Pole
226	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-13	1415 Lamar St.	Houston, TX 77010	Licensee Pole
227	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-14	958 McKinney St.	Houston, TX 77002	Licensee Pole
228	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-15	916 Fannin St.	Houston, TX 77002	Licensee Pole
229	ZAYO	ZAYO DOWNTOWN SMALL CELL	10/20/2016	56843-16	1124 Fannin St.	Houston, TX 77002	Licensee Pole
230	ZAYO	Proposed Small Network-Package 104	11/3/2016	56917-1	4231 Cook Rd	Houston, TX 77072	Licensee Pole
231	ZAYO	Proposed Small Network-Package 104	11/3/2016	56917-2	Intersection Moonmist Dr & Universal Dr	Houston, TX 77072	Licensee Pole
232	ZAYO	Proposed Small Network-Package 104	11/3/2016	56917-3	12729 Highstar Dr	Houston, TX 77072	Licensee Pole
233	ZAYO	Proposed Small Network-Package 104	11/3/2016	56917-4	11910 Richmond Ave	Houston, TX 77082	Licensee Pole
234	ZAYO	Proposed Small Network-Package 104	11/3/2016	56917-5	2825 S Kirkwood Rd	Houston, TX 77082	Licensee Pole
235	ZAYO	Proposed Small Network-Package 104	11/3/2016	56917-6	Near Intersection of Royal Oaks Club Dr &	Houston, TX 77082	Licensee Pole
236	ZAYO	Proposed Small Network-Package 32	11/3/2016	56969-1	2301 S Braeswood Blvd	Houston, TX 77030	Licensee Pole
237	ZAYO	Proposed Small Network-Package 32	11/3/2016	56969-2	7930 N Stadium Dr	Houston, TX 77030	Licensee Pole
238	ZAYO	Proposed Small Network-Package 32	11/3/2016	56969-3	8010 N Stadium Dr	Houston, TX 77054	Licensee Pole
239	ZAYO	Proposed Small Network-Package 32	11/3/2016	56969-4	7919 Greenbriar Dr	Houston, TX 77030	Licensee Pole
240	ZAYO	Proposed Small Network-Package 32	11/3/2016	56969-5	7421 Fannin St	Houston, TX 77054	Licensee Pole
241	ZAYO	Proposed Small Network-Package 32	11/3/2016	56969-6	2111 Holly Hall St	Houston, TX 77054	Licensee Pole
242	ZAYO	Proposed Small Network-Package 32	11/3/2016	56969-7	2250 Holly Hall St	Houston, TX 77054	Licensee Pole
243	ZAYO	Proposed Small Network-Package 32	11/3/2016	56969-8	2446 Holly Hall St	Houston, TX 77054	Licensee Pole
244	ZAYO	Proposed Small Network-Package 42	11/3/2016	56920-1	7721 Pinemont Dr	Houston, TX 77040	Licensee Pole
245	ZAYO	Proposed Small Network-Package 42	11/3/2016	56920-2	2925 WTC Jester Blvd	Houston, TX 77018	Licensee Pole
246	ZAYO	Proposed Small Network-Package 42	11/3/2016	56920-3	2748 WTC Jester Blvd	Houston, TX 77092	Licensee Pole
247	ZAYO	Proposed Small Network-Package 42	11/3/2016	56920-4	2492 E Governor's Cir	Houston, TX 77092	Licensee Pole
248	ZAYO	Proposed Small Network-Package 42	11/3/2016	56920-5	4545 Dacoma St	Houston, TX 77092	Licensee Pole
249	ZAYO	Proposed Small Network-Package 42	11/3/2016	56920-6	3130 Mangum Rd	Houston, TX 77092	Licensee Pole
250	ZAYO	Proposed Small Network-Package 42	11/3/2016	56920-7	4002 Mangum Rd	Houston, TX 77092	Licensee Pole
251	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-1	528 Andrews St	Houston, TX 77002	Licensee Pole
252	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-2	1160 Louisiana St	Houston, TX 77002	Licensee Pole
253	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-3	1477 Jackson St	Houston, TX 77002	Licensee Pole
254	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-4	1525 Bell St	Houston, TX 77002	Licensee Pole
255	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-5	1540 Chenevert St	Houston, TX 77003	Licensee Pole
256	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-6	1258 Austin	Houston, TX 77002	Licensee Pole
257	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-7	931 Bell St	Houston, TX 77002	Licensee Pole
258	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-8	1324 La Branch St	Houston, TX 77002	Licensee Pole
259	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-9	1077 Clay St	Houston, TX 77002	Licensee Pole
260	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-10	1328 Milam St	Houston, TX 77002	Licensee Pole
261	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-11	343 Ruthven St	Houston, TX 77002	Licensee Pole
262	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-12	419 Andrews St	Houston, TX 77002	Licensee Pole
263	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-13	1481 Milam St	Houston, TX 77002	Licensee Pole
264	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-14	722 Clay St	Houston, TX 77002	Licensee Pole
265	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-15	1158 Brazos St	Houston, TX 77002	Licensee Pole
266	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-16	1318 Leeland St	Houston, TX 77002	Licensee Pole
267	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-17	988 Clay St	Houston, TX 77002	Licensee Pole
268	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-18	1086 Polk St	Houston, TX 77002	Licensee Pole
269	ZAYO	Small Cell Sites Downtown Area	11/10/2016	56937-19	1253 Prairie St	Houston, TX 77002	Licensee Pole
270	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-1	7265 West 43rd St.	Houston, TX 77092	Licensee Pole
271	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-2	W. Little York Rd.	Houston, TX 77040	Licensee Pole
272	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-3	7777 Greenbriar Dr.	Houston, TX 77030	Licensee Pole

EXHIBIT D

Approved Locations

DAS
Approved Applications

No.	Applicant	PROJECT NAME	Date Approved	Internal No.	POLE ADDRESS	POLE City, State, Zip	POLE TYPE
273	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-4	4400 W. 18th St.	Houston, TX 77092	Licensee Pole
274	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-5	14795 Memorial Dr.	Houston, TX 77079	Licensee Pole
275	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-6	17171 Park Row Dr.	Houston, TX 77084	Licensee Pole
276	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-7	12302 High Star Dr.	Houston, TX 77072	Licensee Pole
277	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-8	4566 Wild Indigo St.	Houston, TX 77027	Licensee Pole
278	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-9	5803 Elm St.	Houston, TX 77081	Licensee Pole
279	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-10	5878 Elm st.	Houston, TX 77081	Licensee Pole
280	ZAYO	PROPOSED SMALL CELL NETWORK - PACKA	11/17/2016	57021-11	5175 World Houston Pkwy.	Houston, TX 77032	Licensee Pole
281	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-1	100 Hilmont	Houston, TX 77040	Licensee Pole
282	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-2	5687 Guhn	Houston, TX 77040	Licensee Pole
283	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-3	7801 Grow	Houston, TX 77040	Licensee Pole
284	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-4	6300 Fairbanks & N. Houston Rd	Houston, TX 77040	Licensee Pole
285	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-5	5500 Kaiser	Houston, TX 77040	Licensee Pole
286	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-6	14205 Aston	Houston, TX 77040	Licensee Pole
287	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-7	14747 Sommermeyer	Houston, TX 77041	Licensee Pole
288	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-8	5998 Guhn	Houston, TX 77040	Licensee Pole
289	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-9	10627 W Little York	Houston, TX 77041	Licensee Pole
290	ZAYO	Proposed Small Network-Package 28	11/17/2016	57023-10	6900 Roxburgh	Houston, TX 77041	Licensee Pole
291	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-1	2801 Dunvale Rd	Houston, TX 77063	Licensee Pole
292	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-2	2815 Greenridge Dr	Houston, TX 77057	Licensee Pole
293	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-3	2924 Dunvale Rd	Houston, TX 77063	Licensee Pole
294	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-4	2599 Old Farm Rd	Houston, TX 77063	Licensee Pole
295	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-5	8717 Antelope St	Houston, TX 77063	Licensee Pole
296	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-6	2709 Rolido Dr	Houston, TX 77063	Licensee Pole
297	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-7	9144 Clarkcrest St	Houston, TX 77063	Licensee Pole
298	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-8	16 Briar Hollow Ln	Houston, TX 77027	Licensee Pole
299	ZAYO	Proposed Small Network-Package 46	11/17/2016	57020-9	2298 Bering Dr	Houston, TX 77057	Licensee Pole
300	ZAYO	Proposed Small Network-Package 23	12/1/2016	57079-1	2348 Fondren Rd	Houston, TX 77063	Licensee Pole
301	ZAYO	Proposed Small Network-Package 23	12/1/2016	57079-2	2220 S Piney Point Rd	Houston, TX 77063	Licensee Pole
302	ZAYO	Proposed Small Network-Package 23	12/1/2016	57079-3	8380 Westheimer St	Houston, TX 77063	Licensee Pole
303	ZAYO	Proposed Small Network-Package 23	12/1/2016	57079-4	8403 Westglen Dr	Houston, TX 77063	Licensee Pole
304	ZAYO	Proposed Small Network-Package 23	12/1/2016	57079-5	9185 Park West Dr	Houston, TX 77063	Licensee Pole
305	ZAYO	Proposed Small Network-Package 23	12/1/2016	57079-6	11994 Richmond Ave	Houston, TX 77082	Licensee Pole
306	ZAYO	Proposed Small Network - Package 108	12/1/2016	57082-1	5901 Rampart St	Houston, TX 77081	Licensee Pole
307	ZAYO	Proposed Small Network - Package 108	12/1/2016	57082-2	6071 Skyline Dr	Houston, TX 77057	Licensee Pole
308	ZAYO	Proposed Small Network - Package 108	12/1/2016	57082-3	2243 Milford St	Houston, TX 77098	Licensee Pole
309	ZAYO	Proposed Small Network - Package 108	12/1/2016	57082-4	3312 Edloe St	Houston, TX 77027	Licensee Pole
310	ZAYO	Proposed Small Network - Package 108	12/1/2016	57082-5	4305 Bettis Dr	Houston, TX 77027	Licensee Pole
311	ZAYO	Proposed Small Network - Package 108	12/1/2016	57082-6	75 Waugh Dr	Houston, TX 77007	Licensee Pole
312	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-1	1713 Fannin St	Houston, TX 77002	Licensee Pole
313	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-2	731 Leeland St	Houston, TX 77002	Licensee Pole
314	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-3	625 Pease St	Houston, TX 77002	Licensee Pole
315	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-4	738 Walker St	Houston, TX 77002	Licensee Pole
316	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-5	541 Fannin St	Houston, TX 77002	Licensee Pole
317	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-6	442 McKinney St	Houston, TX 77002	Licensee Pole
318	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-7	563 Lamar St	Houston, TX 77002	Licensee Pole
319	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-8	878 St Joseph Pkwy	Houston, TX 77002	Licensee Pole
320	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/1/2016	57108-9	1602 Fannin St	Houston, TX 77002	Licensee Pole
321	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-1	6154 Rampart St	Houston, TX 77081	Licensee Pole
322	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-2	6223 Rampart St	Houston, TX 77081	Licensee Pole
323	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-3	6155 Elm St	Houston, TX 77081	Licensee Pole
324	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-4	5998 Elm St	Houston, TX 77081	Licensee Pole
325	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-5	6078 Renwick Dr	Houston, TX 77081	Licensee Pole
326	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-6	6080 Renwick Dr	Houston, TX 77081	Licensee Pole
327	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-7	6148 Renwick Dr	Houston, TX 77081	Licensee Pole
328	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-8	6172 Renwick Dr	Houston, TX 77081	Licensee Pole
329	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-9	5835 Elm St	Houston, TX 77081	Licensee Pole
330	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-10	5801 Elm St	Houston, TX 77081	Licensee Pole
331	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-11	5749 Elm St	Houston, TX 77081	Licensee Pole
332	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-12	5736 Elm St	Houston, TX 77081	Licensee Pole
333	ZAYO	Small Cell Sites - Along Hooton/Gulfton/Rar	12/1/2016	57109-13	6608 Alder Dr	Houston, TX 77081	Licensee Pole
334	ZAYO	T-Mobile Small Cell Houston	12/8/2016	57124-1	4446 Westheimer Rd	Houston, TX 77027	Licensee Pole
335	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-1	1037 Lamar St	Houston, TX 77002	Licensee Pole
336	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-2	1853 Caroline St	Houston, TX 77002	Licensee Pole
337	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-3	1949 Fannin St	Houston, TX 77002	Licensee Pole
338	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-4	1132 Pease St	Houston, TX 77002	Licensee Pole
339	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-5	1372 Jefferson St	Houston, TX 77002	Licensee Pole
340	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-6	1062 St Josephy Pkwy	Houston, TX 77002	Licensee Pole

EXHIBIT D

Approved Locations

DAS
Approved Applications

No.	Applicant	PROJECT NAME	Date Approved	Internal No.	POLE ADDRESS	POLE City, State, Zip	POLE TYPE
341	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-7	921 Pease St	Houston, TX 77002	Licensee Pole
342	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-8	766 Jefferson St	Houston, TX 77002	Licensee Pole
343	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-9	589 Jefferson St	Houston, TX 77002	Licensee Pole
344	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-10	1464 Howe St	Houston, TX 77002	Licensee Pole
345	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-11	1701 San Jacinto St	Houston, TX 77002	Licensee Pole
346	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-12	1962 Austin St	Houston, TX 77002	Licensee Pole
347	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-13	1622 Caroline St	Houston, TX 77002	Licensee Pole
348	ZAYO	Proposed Service Line & DAS Sites Along Ro	12/8/2016	57151-14	1104 Fannin St	Houston, TX 77002	Licensee Pole
349	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-1	2001 Rusk St.	Houston, TX 77003	Licensee Pole
350	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-2	2301 Walker St.	Houston, TX 77003	Licensee Pole
351	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-3	401 Crawford St.	Houston, TX 77002	Licensee Pole
352	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-4	600 Hamilton St.	Houston, TX 77003	Licensee Pole
353	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-5	2117 Walker St.	Houston, TX 77003	Licensee Pole
354	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-6	1406 Jackson St.	Houston, TX 77003	Licensee Pole
355	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-7	1600 Polk St.	Houston, TX 77003	Licensee Pole
356	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-8	1599 Bell St.	Houston, TX 77002	Licensee Pole
357	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-9	1300 La Branch St.	Houston, TX 77002	Licensee Pole
358	Mobilitie	Mobilitie Utility Pole Project - Downtown	11/17/2016	57031-10	1700 Congress Ave.	Houston, TX 77002	Licensee Pole
359	Mobilitie	Mobilitie Utility Pole Project - SW Inner Loo	12/1/2016	57106-1	3501 Idaho St	Houston, TX 77021	Licensee Pole
360	Mobilitie	Mobilitie Utility Pole Project - SW Inner Loo	12/1/2016	57106-2	3330 Dixie Dr	Houston, TX 77021	Licensee Pole
361	Mobilitie	Mobilitie Utility Pole Project - SW Inner Loo	12/1/2016	57106-3	3500 Tampa St	Houston, TX 77021	Licensee Pole
362	Mobilitie	Mobilitie Utility Pole Project - SW Inner Loo	12/1/2016	57106-4	1629 Rice Blvd	Houston, TX 77005	Licensee Pole
363	Mobilitie	Mobilitie Utility Pole Project - SW Inner Loo	12/1/2016	57106-5	5329 Kirby Dr	Houston, TX 77005	Licensee Pole
364	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-1	2686 Murworth Dr	Houston, TX 77054	Licensee Pole
365	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-2	8686 Kirby Dr	Houston, TX 77054	Licensee Pole
366	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-3	8380 El Mundo St	Houston, TX 77054	Licensee Pole
367	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-4	1339 Murworth Dr	Houston, TX 77054	Licensee Pole
368	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-5	1435 Westridge St	Houston, TX 77054	Licensee Pole
369	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-6	2120 Holly Hall St.	Houston, TX 77054	Licensee Pole
370	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-7	2113 Holly Hall St	Houston, TX 77054	Licensee Pole
371	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-8	8006 N Stadium Dr	Houston, TX 77054	Licensee Pole
372	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-9	7205 Cambridge St	Houston, TX 77030	Licensee Pole
373	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-10	7324 Cambridge St	Houston, TX 77030	Licensee Pole
374	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-11	8491 Kirby Dr	Houston, TX 77054	Licensee Pole
375	Mobilitie	Mobilitie Utility Pole Project - NRG Stadium	12/1/2016	57114-12	2978 W Bellfort Blvd	Houston, TX 77054	Licensee Pole
376	Mobilitie	West Houston Outer Belt - W Little York & C	12/1/2016	57107-1	13214 W Little York Rd	Houston, TX 77041	Licensee Pole
377	Mobilitie	West Houston Outer Belt - W Little York & C	12/1/2016	57107-2	7170 Glen Chase Dr	Houston, TX 77095	Licensee Pole
378	Mobilitie	West Houston Outer Belt - W Little York & C	12/1/2016	57107-3	1536 Sherwood Forest St	Houston, TX 77043	Licensee Pole
379	Mobilitie	West Houston Outer Belt - W Little York & C	12/1/2016	57107-4	1602 Upland Dr	Houston, TX 77043	Licensee Pole
380	Mobilitie	West Houston Outer Belt - W Little York & C	12/1/2016	57107-5	11655 Bentworth Dr	Houston, TX 77077	Licensee Pole
381	Mobilitie	West Houston Outer Belt - W Little York & C	12/1/2016	57107-6	1101 Timberline Rd	Houston, TX 77043	Licensee Pole
382	Mobilitie	West Houston Outer Belt - W Little York & C	12/1/2016	57107-7	1376 Langham Creek Dr	Houston, TX 77084	Licensee Pole
383	Mobilitie	West Houston Outer Belt - W Little York & C	12/1/2016	57107-8	2464 S Kirkwood Rd	Houston, TX 77077	Licensee Pole
384	Mobilitie	West Houston Outer Belt - Yorktown St & O	12/1/2016	57105-1	1700 Yorktown St	Houston, TX 77056	Licensee Pole
385	Mobilitie	West Houston Outer Belt - Yorktown St & O	12/1/2016	57105-2	2121 Nentucket Dr	Houston, TX 77057	Licensee Pole
386	Mobilitie	West Houston Outer Belt - Yorktown St & O	12/1/2016	57105-3	1745 Fountain View Dr	Houston, TX 77057	Licensee Pole
387	Mobilitie	West Houston Outer Belt - Yorktown St & O	12/1/2016	57105-4	1617 Fountain View Dr	Houston, TX 77057	Licensee Pole
388	Mobilitie	West Houston Outer Belt - Yorktown St & O	12/1/2016	57105-5	5707 Woodway Dr	Houston, TX 77057	Licensee Pole
389	Mobilitie	West Houston Outer Belt - Yorktown St & O	12/1/2016	57105-6	127 Post Oak Circle	Houston, TX 77024	Licensee Pole
390	Mobilitie	West Houston Outer Belt - Yorktown St & O	12/1/2016	57105-7	1114 Augusta Dr	Houston, TX 77057	Licensee Pole
391	Mobilitie	West Houston Outer Belt - Yorktown St & O	12/1/2016	57105-8	1410 S Voss Rd	Houston, TX 77057	Licensee Pole

EXHIBIT

E

tabbles

too close to
existing
poles

blocking
pedestrian
path

proposed
site

utility
line

potential
fiber-small cell

electricity to
small cell



City of Houston Application for Plan Review

Wireless Facility, Ground Equipment,
And/or Licensee Pole

Date Rec'd 12/01/16

ILMS NO. 16087907

LOG NO. 16-1074

☐ Conceptual/Preliminary ☒ Resubmittal 1 REV



Name of Project Mobilitie Utility Pole Project - Downtown Houston

Description Construct Utility Pole in the right-of-way

Owner: Mobilitie / 877-266-1009 Contact: Scott Allen / 713-828-9505
(Name)/(Telephone #) (Name)/(Telephone #)

Engineer: Payne-Hubber Eng., INC / 103939 Paul Tobben / 918-492-0973
(Firm Name) / (License #) (Engineer Name of Record) / (Telephone #)
paul.tobben@payne-hubber.com N/A
(Email) (Fax Number)

Is your Wireless Facility, Ground Equipment, and/or Licensee Pole:

- ☐ Exceeds dimensions for poles 4 ft x 2ft x 2ft (height x width x depth)
- ☐ Exceeds dimensions for ground equipment 3ft x 3.5ft x 2ft (including pedestal)
- ☐ Exceeds dimensions for pole 40 ft height (45 ft with additions) 3ft diameter
- ☐ Exceeds dimensions for battery back up (2ft x 2ft x 21 inches)
- ☐ Is not enclosed in cabinet or sheathed
- ☐ Not approved for TIRZ/Management District or Historic District
- ☒ No Generators
- ☒ No wooden poles unless consistent with surrounding area

WASTEWATER

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED		

☐ Corrections Required ☐ Please Call ☐ Resubmit ☐ Approved

WATER

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED		

☐ Corrections Required ☐ Please Call ☐ Resubmit ☐ Approved

STORMWATER

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED		

☐ Corrections Required ☐ Please Call ☐ Resubmit ☐ Approved

STORMWATER QUALITY

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED		

☐ Corrections Required ☐ Please Call ☐ Resubmit ☐ Approved

TRAFFIC AND PAVEMENT

RECEIVED	DATE	REVIEWER/COMMENTS
COMPLETED		

☐ Corrections Required ☐ Please Call ☐ Resubmit ☐ Approved



City of Houston Application for Plan Review

Date Rec'd _____

ILMS NO. _____

Wireless Facility, Ground Equipment, And/or Licensee Pole

☐ Conceptual/Preliminary ☒ Resubmittal _____

11090XS001D

Requested location (If you have more than 1 location, please submit information for each location accordingly.)

GIS Coordinates 29.751145, -95.360939

Street Number (provide closest number) 1600

Address 1600 Polk Street Houston, TX

Zip Code 77003

Is the requested location within 300' of a historic district?

Yes ☐ No ☒

Is the requested location within 300' of another pole?

Yes ☐ No ☒

Is the requested location within in an underground Utility District??

Yes ☒ No ☐

Number of Wireless Facilities 1

Pole Owner Mobilitie

Ground Equipment (If applicable)

GIS Coordinates _____

Street Number (provide closest number) _____

Address _____

Zip Code _____

Permission

License Agreement with the City for Use of the Right-of-Way

☒ Applicant certifies that s/he has permission from the City to use the Right-of-Way locations listed in Exhibit A of the Wireless Facilities License Agreement ("Agreement") for the purposes specified therein.

Permission to Use Utility's Property (If Applicable)

☐ If Applicant is installing, modifying, or removing Wireless Facilities from a utility pole, Applicant certifies that s/he has permission from the owner of the utility pole to install its Wireless Facilities on the utility pole located in the City's Right-of-Way. Written permission from the utility pole owner has been provided.

Permission to use Wireless Facilities and Licensee Poles (If Applicable)

☐ If Applicant is installing, modifying, or removing Wireless Facilities from a Licensee Pole that it does not own, Applicant certifies that s/he has permission from the owner of the Licensee Pole to install its Wireless Facilities on the License Pole located in the City's Right-of-Way. Written permission from the owner of the Licensee Pole has been provided.

Is proposed location in a Management District? Yes/No

If yes,

☒ Written documentation from Management District of review or meeting regarding the aesthetics of the Wireless Facilities or Licensee Pole or concealment options has been provided and Management District's aesthetics of the Wireless Facilities or concealment options.

Is proposed location in a City-defined TIRZ? Yes/No

If yes,

☐ Written documentation from TIRZ of review or meeting regarding the aesthetics of the Wireless Facilities or Licensee Pole or concealment options has been provided" and TIRZ's aesthetics of the Wireless Facilities or concealment options.

Installing Fiber

☐ Yes ☒ No

City use only

☐ Incomplete Application.

Following information missing:

- ☐ Written Documentation from Management District or TIRZ
- ☐ Written Documentation of permission from CenterPoint or Pole Owner
- ☐ Fee
- ☐ Equipment Design and drawings
- ☐ Other



STREET CUT PERMIT SYSTEM

CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS & ENGINEERING

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Welcome, Tiffany

1/30/2017

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SCPS-312516-0 History

	App/Permit#	Status	Applicant/Clerk	Company	Permit Type
<ul style="list-style-type: none"> Details View/Print Permit View/Print Application 	SCPS-312516-0	Issued - Fee Paid	Steve Clausen	Mastec North America, Inc.	Scheduled > 5
	Issued	Expires	Accepted		
	1/10/2017 11:06:03 AM	3/11/2017 11:06:03 AM	1/10/2017 11:03:21 AM		
	Est. Start Date	1/9/2017	Actual Start Date	1/11/2017	
	Est. Stop Date	1/23/2017	Actual Stop Date	2/22/2017	
	Address	1650 Polk St., Houston 77003			
	100 Block	1600	KeyMap Grid	493Q	



City of Houston Application for Plan Review

Date Rec'd _____

ILMS NO. _____

Wireless Facility, Ground Equipment,
And/or Licensee Pole

☐ Conceptual/Preliminary ☒ Resubmittal

HO90XS003C

Requested location (If you have more than 1 location, please submit information for each location accordingly.)

GIS Coordinates 29.751656, -95.362883

Street Number (provide closest number) 1300

Address 1300 La Branch Street Houston, TX

Zip Code 77002

Is the requested location within 300' of a historic district?

Yes ☐ No ☒

Is the requested location within 300' of another pole?

Yes ☐ No ☒

Is the requested location within in an underground Utility District??

Yes ☒ No ☐

Number of Wireless Facilities 1

Pole Owner Mobilitie

Ground Equipment (If applicable)

GIS Coordinates _____

Street Number (provide closest number) _____

Address _____

Zip Code _____

Permission

License Agreement with the City for Use of the Right-of-Way

☒

Applicant certifies that s/he has permission from the City to use the Right-of-Way locations listed in Exhibit A of the Wireless Facilities License Agreement ("Agreement") for the purposes specified therein.

Permission to Use Utility's Property (If Applicable)

☐

If Applicant is installing, modifying, or removing Wireless Facilities from a utility pole.

Applicant certifies that s/he has permission from the owner of the utility pole to install its Wireless Facilities on the utility pole located in the City's Right-of-Way. Written permission from the utility pole owner has been provided.

Permission to use Wireless Facilities and Licensee Poles (If Applicable)

☐

If Applicant is installing, modifying, or removing Wireless Facilities from a Licensee Pole that it does not own, Applicant certifies that s/he has permission from the owner of the Licensee Pole to install its Wireless Facilities on the License Pole located in the City's Right-of-Way. Written permission from the owner of the Licensee Pole has been provided.

Is proposed location in a Management District? Yes/No

If yes.

☒ Written documentation from Management District of review or meeting regarding the aesthetics of the Wireless Facilities or Licensee Pole or concealment options has been provided and Management District's aesthetics of the Wireless Facilities or concealment options.

Is proposed location in a City-defined TIRZ? Yes/No

If yes.

☐ Written documentation from TIRZ of review or meeting regarding the aesthetics of the Wireless Facilities or Licensee Pole or concealment options has been provided" and TIRZ's aesthetics of the Wireless Facilities or concealment options.

Installing Fiber

☐ Yes ☐ No

City use only

☐ Incomplete Application.

Following information missing:

- ☐ Written Documentation from Management District or TIRZ
- ☐ Written Documentation of permission from CenterPoint or Pole Owner
- ☐ Fee
- ☐ Equipment Design and drawings
- ☐ Other

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Welcome, Tiffany

1/30/2017

SEARCH

[QUIT](#)[« BACK](#)SCPS-312522-0 History

	App/Permit#	Status	Applicant/Clerk	Company	Permit Type
<ul style="list-style-type: none">• Details• View/Print Permit• View/Print Application	SCPS-312522-0	Issued - Fee Paid	Steve Clausen	Mastec North America, Inc.	Scheduled > 5
	Issued	Expires	Accepted		
	1/10/2017 11:32:00 AM	3/11/2017 11:32:00 AM	1/10/2017 11:31:05 AM		
	Est. Start Date	1/9/2017	Actual Start Date	1/11/2017	
	Est. Stop Date	1/23/2017	Actual Stop Date	1/23/2017	
	Address	1360 La Branch St., Houston 77002			
	100 Block	1300	KeyMap Grid	493Q	

EXHIBIT G

From: [REDACTED]
Sent: Thursday, January 12, 2017 12:44 PM
To: [REDACTED] - ARA
Subject: RE: Street Cut/Excavation Permit TIRZ 24 Site near NRG

Good afternoon [REDACTED],

I have got with our deployment team for each of the sites near Toyota Center and the total investment for these 4 sites is roughly \$457,000.00

Using the site map below; sites HO90XSO01D, HO90XSO02C, and HO90XSO03C each required major underground from Centerpoint to run power dedicated for these three sites which average at approximately \$126,000 per site in total cost. Site HO90XSO11C (the site that will need to be moved due to the proximity to the existing Zayo structure is pulling power from across the street from a standard CenterPoint Energy power pole and has a cost approximately at \$77,000 for that pole.

